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THAT ONE VIDEO ENTERTAINMENT, LLC, a
California limited liability company

UNITED STATES DISTRICT COURT
FOR THE CENTRAL DISTRICT OF CALIFORNIA

THAT ONE VIDEO
ENTERTAINMENT, LLC, a
California limited liability company,

Plaintiff,
vs.

KOIL CONTENT CREATION PTY
LTD., an Australian proprietary
limited company doing business as
NOPIXEL; MITCHELL CLOUT, an
individual; and DOES 1-25, inclusive,

Defendants.

CASE NO: 2:23-cv-02687 SVW (JCx)

[Assigned to the Hon. Stephen V. Wilson;
Ctrm 10A]

**DECLARATION OF JOHN BEGAKIS IN
SUPPORT OF PLAINTIFF'S MOTION
AND MOTION FOR SUMMARY
ADJUDICATION**

*[Motion; Declarations of Jacque Khalil,
Daniel Tracey, William Francis, and Benjamin
Lau, Esq.; Separate Statement of Undisputed
Facts; and [Proposed] Order filed
concurrently herewith]*

Hearing

Date: September 9, 2024
Time: 1:30 p.m.
Dept.: Courtroom 10A (10th Floor)
350 W. First Street
Los Angeles, CA 90012
Judge: Hon. Stephen V. Wilson

DECLARATION OF JOHN BEGAKIS

I, John Begakis, declare and state as follows:

1. I am an attorney duly licensed to practice law in the State of California and before this Court. I am a founding partner at AltView Law Group, LLP and counsel for Plaintiff THAT ONE VIDEO ENTERTAINMENT, LLC, a California limited liability company (“TOVE” or “Plaintiff”). I hereby submit this declaration in support of Plaintiff’s Motion for Summary Adjudication (the “Motion”). I know all of the following facts of my own personal knowledge and, if called upon and sworn as a witness, could and would competently testify thereto.

2. On or about July 7, 2023, Plaintiff filed its operative FAC against Defendants KOIL CONTENT CREATION PTY LTD., an Australian proprietary limited company doing business as NOPIXEL (“NoPixel”) and MITCHELL CLOUT, an individual (“Clout”) (collectively, “Defendants”).

3. On or about April 8, 2024, Plaintiff served its Interrogatories on Defendants. On or about June 5, 2024, Defendants served supplemental responses to Plaintiffs First Set of Interrogatories, which included a verification (the “Defendant Supplemental Interrogatory Responses”). Notably, the Defendant Supplemental Interrogatory Responses include the following:

INTERROGATORY NO. 2:

State the terms of any agreement YOU entered into for TRACEY to render the SERVICES.

SUPPLEMENTAL RESPONSE TO INTERROGATORY NO. 2:

Objection. Responding Party incorporates by references its Preliminary Statement as though fully set forth herein. Responding Party objects to this Interrogatory on the grounds that it is vague, ambiguous, overbroad, unduly burdensome, and oppressive. Responding Party further objects to the definition of the term “SERVICES” on the grounds that Propounding Party’s definition is vague, ambiguous, compound and overbroad.

1 Without waiving said objections, Responding Party responds as
2 follows: On April 22, 2020, TRACEY signed the NOPIXEL Terms of Service and
3 joined the NOPIXEL community as a community member. At no point during this
4 time was TRACEY contracted or engaged by NOPIXEL for any services. Then on
5 May 14, 2021, TRACEY was contracted by NOPIXEL to provide NOPIXEL full-
6 time services as a front-end developer at a rate of \$10,000 USD per month (the
7 “First NOPIXEL Agreement”). Following a year of collaboration with NOPIXEL,
8 TRACEY and CLOUT, on behalf of NOPIXEL, further agreed on March 14, 2022
9 to the terms of the Second NOPIXEL Agreement, which included TRACEY’S
10 services to NOPIXEL as a back-end developer. Under this Second NOPIXEL
11 Agreement, during the period of TRACEY’s engagement with NOPIXEL,
12 TRACEY would receive (1) 50% of Whitelist Priority Revenue and (2) 50% of
13 Tebex Whitelist Priority International Server revenue for both the India and
14 Brazil/Spain servers. Under the Second NOPIXEL Agreement, TRACEY’s
15 eligibility for these benefits hinged upon fulfilling several conditions: maintaining
16 an average completion rate of 4 agreed modules per month, as tracked and agreed
17 upon via Trello, demonstrating flexibility to work minimum hours per month with
18 assigned tasks, and providing assistance in building in-game mechanics and
19 approving development ideas and/or bounties if CLOUT was unavailable to do so.
20 Additionally, discovery is ongoing. As such, Responding Party reserves the right to
21 supplement, amplify or amend its responses to this Interrogatory.
22 True and correct copies of the Defendant Supplemental Interrogatory Responses are
23 attached hereto as Exhibit “A” and incorporated herein by this reference.

24 4. On or about March 29, 2024, Defendants served its First Set of
25 Requests for Production of Documents. On or about April 26, 2024, Plaintiff
26 provided responses to such requests, and on or about May 3, 2024, Plaintiff served
27 its responsive documents thereto, including TOVE000001-TOVE000004
28 (“Plaintiff’s First Set of Document Production”). True and correct copies of

1 Plaintiff's First Set of Document Production are attached hereto as Exhibit "B" and
2 incorporated herein by this reference.

3 5. On or about April 8, 2024, Plaintiff served its requests for production
4 of documents. Defendants provided responsive documents thereto on or about May
5 8, 2024 ("Defendants' Document Production"), including MC0106-MC0109. True
6 and correct copies of Defendants' Document Production are attached hereto as
7 Exhibit "C" and incorporated herein by this reference.

8 6. On or about July 9, 2024, Plaintiff took the deposition of Defendant
9 Clout as the Person Most Knowledgeable for Defendant NoPixel (the "NoPixel
10 PMK Depo"). During that deposition, Defendant testified to: (a) that he operates a
11 very successful videogame server, wherein users can "role-play" with others playing
12 a heavily modified "open world" version of the videogame "Grand Theft Auto V"
13 (the "Game") (22:10-15; 104:20-105:2); (b) that players of the Game can make
14 significant changes to the visual aesthetics of the in-Game environment (96:17-25,
15 97:5-21, and 98:17-25); (c) there is a "very big difference" between a player making
16 changes to the appearance of the in-Game environment, and a developer creating
17 new 3D models of that environment, or other structural modifications to the Game
18 (100:13-23); (d) the process with which an individual aspiring to be a player of the
19 Game becomes a community member to register an account (47:16-21, 48:1-49:2,
20 50:7-8, 50:16-23, 58:9-24); (e) the process each community member must be
21 "whitelisted" to gain access to play the Game (47:16-21, 48:1-49:2, 50:7-8, 50:16-
22 23, 58:9-24); (f) the process with which someone can be a developer for the Game
23 (52:19-53:3, 65:10-16, 66:7-10); (g) that at the time Mr. Tracey applied to become a
24 developer, Defendants did not require developers to enter into any separate
25 agreements (65:22-25); (h) that Defendants have now changed that policy to require
26 developers to execute separate written agreements (68:10-17, 68:22-23); (i) the
27 process of players registering an account and accepting the "Terms and Rules" set
28 forth on the NoPixel Website (the "Terms of Service") (52:6-18; 55:21-56:4; 58:9-

1 20; 66:22-67:7; 69:21-25); (j) that it is impossible for anyone to join the NoPixel
2 Server without agreeing to the Terms of Service (52:6-18; 55:21-56:4; 58:9-20;
3 66:22-67:7; 69:21-25); (k) that Mr. Tracey applied to be a developer of the Game
4 (115:15-24); (l) that Mr. Tracey's first attempt to apply was rejected (115:15-24;
5 116:7-117:19); (m) that Mr. Tracey did not execute any separate written agreement
6 that addressed his anticipated contributions to the NoPixel Server as a developer
7 (117:20-118:23); (n) that Defendant Clout offered to formally pay Mr. Tracey to
8 render development services, agreeing to \$10,000 per month for Mr. Tracey's role
9 as "developer" (134:7-13); (o) that Defendant Clout offered to memorialize the
10 terms of this agreement in a separate written contract (131:22-132:21); (p) that a
11 personal dispute arose between Defendant Clout and Mr. Tracey over the operation
12 of the NoPixel Server (153:25-154:13); and (q) that Defendant NoPixel allegedly
13 terminated Mr. Tracey on or about December 27, 2022 (171:23-172:2) . True and
14 correct copies of the portions of the NoPixel PMK Depo evidencing such testimony,
15 and the exhibits thereto, located at (page:line) 22:10-15, 47:16-21, 48:1-49:2, 50:7-
16 8, 50:16-23, 52:6-18, 52:19-53:3, 55:21-56:4, 58:9-24; 58:9-20, 65:10-16, 65:22-25,
17 66:7-10, 66:22-67:7, 68:10-17, 68:22-23, 69:21-25, 96:17-25, 97:5-21, 98:17-25,
18 100:13-23, 104:20-105:2, 115:15-24, 116:7-117:19, 117:15-18, 117:20-118:23,
19 131:22-132:22, 134:7-13, 153:25-154:13, 159:16-24 of the deposition transcript, are
20 attached hereto as Exhibit "D" and incorporated herein by this reference.

21 7. On or about July 11, 2024, Defendants took the deposition of Daniel
22 Tracey (the "Tracey Depo"). During that Deposition, Mr. Tracey testified to: (a) that
23 he is a talented software engineer from the United Kingdom (14:12-13; 99:4-8); (b)
24 that he made contributions to the NoPixel Server before being a community member
25 (43:6-10); (c) that he does not recall applying through the standard onboarding
26 process to become a developer, nor accepting the Terms of Service (39:22-24); (d)
27 that he became "lead developer" and his responsibilities (64:23-65:11); (e) that
28 Defendant NoPixel paid TOVE through him (165:7-17); (f) that he created a new

1 code base for the “back-end” information management systems of the NoPixel
2 Server (201:14-202:7); (g) his contribution to the payment systems, (201:14-202:7);
3 (h) that Defendant Clout agreed to make Mr. Tracey a 50% partner in the NoPixel
4 Server (55:4-21); (i) that his personal dispute eventually culminated in Defendants
5 terminating him without informing him of such termination (171:23-172:2); and (j)
6 that Defendants publicly accused Mr. Tracey of a “data breach” to the NoPixel
7 Server (172:20-25). True and correct copies of the portions of the Tracey Depo
8 evidencing such testimony, located at (page:line) 14:12-13, 39:22-24, 43:6-10; 55:4-
9 21, 64:23-65:11, 99:4-8, 165:7-17, 171:23-172:2, 172:20-25, 201:14-202:7 of the
10 deposition transcript, are attached hereto as Exhibit “E” and incorporated herein by
11 this reference.

12 8. On or about July 12, 2024, Defendants took the deposition of Jacques
13 Khalil as the Person Most Knowledgeable for Plaintiff (the “TOVE PMK Depo”).
14 During that Deposition, Mr. Khalil testified to the fact that TOVE is a U.S.-based
15 content creation and business management company (9:23-10:23). True and correct
16 copies of the portions of the TOVE PMK Depo evidencing such testimony, located
17 at (page:line) 9:23-10:23 of the deposition transcript, are attached hereto as Exhibit
18 “F” and incorporated herein by this reference.

19 9. On or about July 23, 2024, I met and conferred in person at my office
20 with counsel for Defendants, Larry Zerner, Esq., as required by Local Rule 7-3,
21 regarding Plaintiff’s intention to file this Motion and seek summary adjudication as
22 to Plaintiff’s First Cause of Action for Declaratory Relief. We discussed the
23 substance of the arguments Plaintiff has made in this Motion, but were unable to
24 come to a potential resolution that would avoid filing of the same.

25 ///

26 ///

27 ///

28 ///

1 I declare under penalty of perjury under the laws of the State of California
2 that the foregoing is true and correct, and that this Declaration was executed on
3 August 12, 2024, at Los Angeles, California.

4
5 
6 JOHN BEGAKIS

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a copy of the foregoing electronically filed document has been served via a “Notice of Electronic Filing” automatically generated by the CM/ECF System and sent by e-mail to all attorneys in the case who are registered as CM/ECF users and have consented to electronic service pursuant to L.R. 5-3.3.

Dated: August 12, 2024

By: /s/ John Begakis
John M. Begakis

EXHIBIT “A”

LARRY ZERNER, ESQ. (155473)
MORRISON COOPER LLP
10900 Wilshire, Suite 930
Los Angeles, CA 90024
Tel: (310) 773-3623
Email: Larry@MorrisonCooper.com

Attorney for Defendants,
Mitchell Clout and Koil Content Creation Pty Ltd.

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

THAT ONE VIDEO ENTERTAINMENT, LLC, a California limited liability company)	Case No.: 2:23-CV-02687 SVW (JCx)
)	
Plaintiff,)	
v.)	KOIL CONTENT CREATION PTY LTD.'S SUPPLEMENTAL RESPONSES
)	TO PLAINTIFF'S FIRST SET OF
KOIL CONTENT CREATION PTY LTD., an Australian proprietary limited company doing business as NOPIXEL; MITCHELL CLOUT, an individual; and DOES 1-25, inclusive,)	INTERROGATORIES
)	Action Filed: April 10, 2023
Defendants.)	Trial Date: September 17, 2024
)	

PROPOUNDING PARTY: Plaintiff, THAT ONE VIDEO ENTERTAINMENT, LLC
RESPONDING PARTY: Defendant, KOIL CONTENT CREATION PTY LTD.
SET NUMBER: ONE (1)

Pursuant to Rule 33 of the Federal Rules of Civil Procedure ("FRCP"), Defendant
KOIL CONTENT CREATION PTY LTD. ("Responding Party") hereby responds to the First
Set of Special Interrogatories served on Responding Party by Plaintiff, THAT ONE VIDEO
ENTERTAINMENT, LLC, a limited liability company ("Requesting Party").

PRELIMINARY STATEMENT

These responses are made solely for the purpose of this action and are subject to all

1 objections as to competence, relevance, materiality, propriety and admissibility to any and all
2 other objections on any grounds that would require the exclusion of any statement herein if the
3 information contained in these responses were asked of, or statements contained in these
4 responses were asked of, or statements contained herein were made by, a witness present and
5 testifying in court, all of which objections and grounds are strictly reserved and may be
6 interposed at the time of trial.

7 The following responses are based upon the information and writings presently
8 available to and located by Defendant who has not yet completed its investigation of the facts
9 relating to this case and has not yet completed discovery in this action or preparation for trial.
10 The responses given herein are without prejudice to Defendant's rights to produce evidence of
11 additional facts.

12 No incidental or implied admissions are intended by the responses herein. Defendant's
13 response to any Interrogatory should not be taken as an admission that Defendant accepts or
14 admits the existence of any facts, statements, definitions, or legal conclusions set forth or
15 arising from such Interrogatories, responses, or both. That Defendant has answered part or all
16 of any Interrogatory is not intended to be, and should not be construed to be, a waiver by
17 Defendant of any part of any objection to any such Interrogatory. To the extent that any or all
18 of the Interrogatories call for information prepared in anticipation of litigation or for trial, or
19 which is otherwise covered by the work-product doctrine, or is protected from disclosure by the
20 attorney-client privilege, Defendant objects to each such Interrogatory and will not supply or
21 render information protected from discovery.

22 **RESPONSES TO INTERROGATORIES**

23 **INTERROGATORY NO.1:**

24 Describe how YOU and/or CLOUT came to know of TRACEY.

25 **RESPONSE TO INTERROGATORY NO. 1:**

26 Objection. Responding Party incorporates by references its Preliminary Statement as
27 though fully set forth herein. Responding Party objects to this Interrogatory on the grounds that
28 it is vague, ambiguous, overbroad, unduly burdensome, and oppressive.

1 Without waiving said objections, Responding Party responds as follows: Responding
2 Party can respond to this Interrogatory only for itself (NOPIXEL). In or around May 2020,
3 TRACEY submitted a Developer Application to NOPIXEL.

4 **INTERROGATORY NO.2:**

5 State the terms of any agreement YOU entered into for TRACEY to render the
6 SERVICES.

7 **RESPONSE TO INTERROGATORY NO. 2:**

8 Objection. Responding Party incorporates by references its Preliminary Statement as
9 though fully set forth herein. Responding Party objects to this Interrogatory on the grounds that
10 it is vague, ambiguous, overbroad, unduly burdensome, and oppressive. Responding Party
11 further objects to the definition of the term “SERVICES” on the grounds that Propounding
12 Party’s definition is vague, ambiguous, compound and overbroad.

13 Without waiving said objections, Responding Party responds as follows: On April 22,
14 2020, TRACEY signed the NOPIXEL Terms of Service and joined the NOPIXEL community
15 as a community member. At no point during this time was TRACEY contracted or engaged by
16 NOPIXEL for any services. Then on May 14, 2021, TRACEY was contracted by NOPIXEL to
17 provide NOPIXEL full-time services as a front-end developer at a rate of \$10,000 USD per
18 month (the “First NOPIXEL Agreement”). Following a year of collaboration with NOPIXEL,
19 TRACEY and CLOUT, on behalf of NOPIXEL, further agreed on March 14, 2022 to the terms
20 of the Second NOPIXEL Agreement, which included TRACEY’S services to NOPIXEL as a
21 back-end developer. Under this Second NOPIXEL Agreement, during the period of
22 TRACEY’s engagement with NOPIXEL, TRACEY would receive (1) 50% of Whitelist
23 Priority Revenue and (2) 50% of Tebex Whitelist Priority International Server revenue for both
24 the India and Brazil/Spain servers. Under the Second NOPIXEL Agreement, TRACEY’s
25 eligibility for these benefits hinged upon fulfilling several conditions: maintaining an average
26 completion rate of 4 agreed modules per month, as tracked and agreed upon via Trello,
27 demonstrating flexibility to work minimum hours per month with assigned tasks, and providing
28 assistance in building in-game mechanics and approving development ideas and/or bounties if

1 CLOUT was unavailable to do so. Additionally, discovery is ongoing. As such, Responding
2 Party reserves the right to supplement, amplify or amend its responses to this Interrogatory.

3 **INTERROGATORY NO.3:**

4 State the terms of YOUR AGREEMENT with TOVE.

5 **RESPONSE TO INTERROGATORY NO. 3:**

6 Objection. Responding Party incorporates by references its Preliminary Statement as
7 though fully set forth herein. Responding Party objects to this Interrogatory on the grounds that
8 it is vague, ambiguous, overbroad, unduly burdensome, oppressive and calls for a legal
9 conclusion.

10 Without waiving said objections, Responding Party responds as follows: Responding
11 Party did *not* have an AGREEMENT with TOVE. Additionally, discovery is ongoing. As such,
12 Responding Party reserves the right to supplement, amplify or amend its responses to this
13 Interrogatory.

14 **INTERROGATORY NO.4:**

15 Describe YOUR and/or CLOUT's understanding of TOVE, and TOVE's relationship to
16 TRACEY, at the time YOU agreed to engage TRACEY to render the SERVICES.

17 **RESPONSE TO INTERROGATORY NO. 4:**

18 Objection. Responding Party incorporates by references its Preliminary Statement as
19 though fully set forth herein. Responding Party objects to this Interrogatory, as it contains a
20 compound and/or conjunctive and/or disjunctive question. Responding Party objects to this
21 Interrogatory on the grounds that it is vague, ambiguous, overbroad, unduly burdensome,
22 oppressive, calls for a legal conclusion, and the information is equally available to Propounding
23 Party. Responding Party further objects to the definition of the term "SERVICES" on the
24 grounds that Propounding Party's definition is vague, ambiguous, compound and overbroad.

25 Without waiving said objections, Responding Party responds as follows: Responding
26 Party can respond to this Interrogatory only for itself (NOPIXEL). On May 14, 2021, when
27 NOPIXEL initially engaged TRACEY for his services as a front-end developer, it was not
28 aware of TOVE or any relationship between TRACEY and TOVE. Additionally, discovery is

ongoing. As such, Responding Party reserves the right to supplement, amplify or amend its responses to this Interrogatory.

INTERROGATORY NO.5:

Identify and describe each server that comprised the NOPIXEL SERVER.

RESPONSE TO INTERROGATORY NO. 5:

Objection. Responding Party incorporates by references its Preliminary Statement as though fully set forth herein. Responding Party objects to this Interrogatory, as it contains a compound and/or conjunctive and/or disjunctive question. Responding Party objects to this Interrogatory on the grounds that it is vague, ambiguous, overbroad as to time, unduly burdensome, oppressive. Responding Party further objects to this Interrogatory as it seeks information that is not relevant to the issues in this case and is not reasonably calculated to lead to the discovery of admissible evidence.

In addition, the phrase NOPIXEL SERVER, is vague and ambiguous in that Responding Party never shut down the NOPIXEL SERVER. Without waiving any of the foregoing objections, Responding Party responds as follows: Responding Party is *unable to identify and describe* the NOPIXEL SERVER as the definition provided by Propounding Party for the “NOPIXEL SERVER” does not align with the comprehensive understanding of Responding Party’s server infrastructure. The description provided in Paragraph 11 of the First Amended Complaint lacks specificity and fails to capture the entirety of the server operations. Please see document Bates #MC0130, which lists all of the NOPIXEL servers. Additionally, discovery is ongoing. As such, Responding Party reserves the right to supplement, amplify or amend its responses to this Interrogatory.

INTERROGATORY NO. 6:

Identify and describe TRACEY’s contributions to the underlying code-based infrastructure of the NOPIXEL SERVER.

RESPONSE TO INTERROGATORY NO. 6:

Objection. Responding Party incorporates by references its Preliminary Statement as though fully set forth herein. Responding Party objects to this Interrogatory, as it contains a

1 compound and/or conjunctive and/or disjunctive question. Responding Party objects to this
2 Interrogatory on the grounds that it is vague, ambiguous, overbroad as to time, unduly
3 burdensome, oppressive. Responding Party further objects to this Interrogatory as it seeks
4 information that is not relevant to the issues in this case and is not reasonably calculated to lead
5 to the discovery of admissible evidence. In addition, the phrase NOPIXEL SERVER, is vague
6 and ambiguous in that Responding Party never shut down the NOPIXEL SERVER.

7 Without waiving any of the foregoing objections, Responding Party responds as
8 follows: In February 2022, TRACEY was commissioned as an independent contractor to set up
9 a payment API, linking the NoPixel server to its payment processing system, Tebex. The initial
10 API was created by another NoPixel developer in early 2021, and TRACEY's contribution
11 involved updating parts of this payment infrastructure. These tasks involved identifying and
12 transferring available from an open-source API to the Tebex platform. Throughout TRACEY's
13 tenure, TRACEY modified the NOPIXEL SERVER based on NoPixel's payment platform
14 requirements, including web-based, server-based, and game-based sections. Lastly, discovery is
15 ongoing. Responding Party reserves the right to supplement, amplify or amend its responses to
16 this Interrogatory.

17 **INTERROGATORY NO.7:**

18 State the number of hours that TRACEY worked on the NOPIXEL SERVER.

19 **RESPONSE TO INTERROGATORY NO. 7:**

20 Objection. Responding Party incorporates by references its Preliminary Statement as
21 though fully set forth herein. Responding Party objects to this Interrogatory, as it contains a
22 compound and/or conjunctive and/or disjunctive question. Responding Party objects to this
23 Interrogatory on the grounds that it is vague, ambiguous, overbroad as to time, unduly
24 burdensome, oppressive. Responding Party further objects to this Interrogatory as it seeks
25 information that is not relevant to the issues in this case and is not reasonably calculated to lead
26 to the discovery of admissible evidence.

27 In addition, the phrase NOPIXEL SERVER, is vague and ambiguous in that
28 Responding Party never shut down the NOPIXEL SERVER. Without waiving said objections,

1 Responding Party responds as follows: The exact number of hours TRACEY worked cannot be
2 ascertained due to his status as an independent contractor. TRACEY was tasked with producing
3 modules and achieving milestones as outlined in the Discord agreement, rather than working
4 specified hours. Additionally, discovery is ongoing. As such, Responding Party reserves the
5 right to supplement, amplify or amend its responses to this Interrogatory.

6 **INTERROGATORY NO.8:**

7 State all facts regarding YOUR decision to terminate TRACEY's SERVICES.

8 **RESPONSE TO INTERROGATORY NO. 8:**

9 Objection. Responding Party incorporates by references its Preliminary Statement as
10 though fully set forth herein. Responding Party objects to this Interrogatory on the grounds that
11 it is vague, ambiguous, overbroad, unduly burdensome, oppressive, calls for speculation, and
12 the information is equally available to Propounding Party. Responding Party further objects to
13 the definition of the term "SERVICES" on the grounds that Propounding Party's definition is
14 vague, ambiguous, compound and overbroad.

15 Without waiving said objections, Responding Party responds as follows: TRACEY was
16 engaged as a developer at NOPIXEL, tasked with coding and various related responsibilities.
17 However, issues arose when TRACEY began attempting to exert undue influence over
18 NOPIXEL's administrative, roleplay, and other related systems beyond his designated scope,
19 despite lacking qualifications or management requests to do so. Numerous complaints were
20 received regarding TRACEY'S behavior, characterized by an agitated demeanor and persistent
21 boundary overstepping. Moreover, TRACEY issued multiple ultimatums, demanding changes
22 to the NOPIXEL business operations and overall management structure under a persistent
23 threat of departure. When these demands were not met, TRACEY voluntarily parted ways with
24 NOPIXEL. Subsequently, on December 28, 2022, TRACEY requested to transfer all relevant
25 information in his possession to NOPIXEL admins as he decided to voluntarily quit his role as
26 a NOPIXEL developer. Additionally, discovery is ongoing. As such, Responding Party
27 reserves the right to supplement, amplify or amend its responses to this Interrogatory.

28

INTERROGATORY NO.9:

State all facts regarding YOUR decision to revoke TRACEY's authorization to access the NOPIXEL SERVER before advising him of such revocation.

RESPONSE TO INTERROGATORY NO.9:

Objection. Responding Party incorporates by references its Preliminary Statement as though fully set forth herein. Responding Party objects to this Interrogatory, as it contains a compound and/or conjunctive and/or disjunctive question. Responding Party objects to this Interrogatory on the grounds that it is vague, ambiguous, overbroad as to time, unduly burdensome, oppressive. Responding Party further objects to this Interrogatory as it seeks information that is not relevant to the issues in this case and is not reasonably calculated to lead to the discovery of admissible evidence.

In addition, the phrase NOPIXEL SERVER, is vague and ambiguous in that Responding Party never shut down the NOPIXEL SERVER. Without waiving any of the foregoing objections, Responding Party responds as follows: It is standard protocol to immediately revoke access to a contractor upon parting ways, particularly following a disagreement outside of their area of expertise.

INTERROGATORY NO.10:

State all facts regarding YOUR decision to launch one or more new servers to run the GAME after shutting down the NOPIXEL SERVER.

RESPONSE TO INTERROGATORY NO.10:

Objection. Responding Party incorporates by references its Preliminary Statement as though fully set forth herein. Responding Party objects to this Interrogatory, as it contains a compound and/or conjunctive and/or disjunctive question. Responding Party objects to this Interrogatory on the grounds that it is vague, ambiguous, overbroad as to time, unduly burdensome, oppressive. Responding Party further objects to this Interrogatory as it seeks information that is not relevant to the issues in this case and is not reasonably calculated to lead to the discovery of admissible evidence.

1 In addition, the phrase NOPIXEL SERVER, is vague and ambiguous in that
2 Responding Party never shut down the NOPIXEL SERVER. Without waiving any of the
3 foregoing objections, Responding Party responds as follows: Responding Party is *unable to*
4 *state all facts* under this Interrogatory as the definition provided by Propounding Party for the
5 “NOPIXEL SERVER” does not align with the comprehensive understanding of Responding
6 Party’s server infrastructure. The description provided in Paragraph 11 of the First Amended
7 Complaint lacks specificity and fails to capture the entirety of the server operations.

8 Without waiving any of the foregoing objections, Responding Party responds as
9 follows: The decision to launch new servers is a standard practice that has been employed by
10 NOPIXEL for approximately 10 years. This process involves implementing new changes or
11 updates, which necessitate the creation of new servers to accommodate these modifications.
12 Additionally, discovery is ongoing. As such, Responding Party reserves the right to
13 supplement, amplify or amend its responses to this Interrogatory.

14 **INTERROGATORY NO.11:**

15 State all facts regarding how any new server set up to run the GAME was built.

16 **RESPONSE TO INTERROGATORY NO.11:**

17 Objection. Responding Party incorporates by references its Preliminary Statement as
18 though fully set forth herein. Responding Party objects to this Interrogatory, as it contains a
19 compound and/or conjunctive and/or disjunctive question. Responding Party objects to this
20 Interrogatory on the grounds that it is vague, ambiguous, overbroad as to time, unduly
21 burdensome, oppressive. Responding Party further objects to this Interrogatory as it seeks
22 information that is not relevant to the issues in this case and is not reasonably calculated to lead
23 to the discovery of admissible evidence.

24 In addition, the phrase NOPIXEL SERVER, is vague and ambiguous in that
25 Responding Party never shut down the NOPIXEL SERVER. Without waiving any of the
26 foregoing objections, Responding Party responds as follows: The process of building new
27 servers to run the GAME has been a longstanding practice, spanning approximately 10 years.
28 NOPIXEL’S approach involves harnessing the collective talent of its online community, which

1 comprises highly skilled developers and collaborators. These individuals, upon signing up to
2 the NOPIXEL website, authorize the use of their work and come together to collaborate on
3 NOPIXEL projects. Under CLOUT's guidance, the community collectively envisions and
4 creates NOPIXEL'S evolving projects, drawing inspiration from the diverse role-players,
5 content creators, and community members. Additionally, discovery is ongoing. As such,
6 Responding Party reserves the right to supplement, amplify or amend its responses to this
7 Interrogatory.

8 **INTERROGATORY NO.12:**

9 Identify each individual who has contributed to the development of the underlying
10 code-based infrastructure of any new server set up to run the GAME.

11 **RESPONSE TO INTERROGATORY NO.12:**

12 Objection. Responding Party incorporates by references its Preliminary Statement as
13 though fully set forth herein. Responding Party objects to this Interrogatory on the grounds that
14 it is vague, ambiguous, overbroad, unduly burdensome, oppressive, calls for speculation, and
15 the information is equally available to Propounding Party. Responding Party further objects to
16 this Interrogatory as it seeks information that is not relevant to the issues in this case and is not
17 reasonably calculated to lead to the discovery of admissible evidence.

18 Without waiving any of the foregoing objections, Responding Party responds as
19 follows: Please see attached documents Bates #MC0127 and Bates #MC0128 for the list of
20 each individual who has contributed to the underlying code-based infrastructure of any new
21 server set up to run the GAME. Additionally, discovery is ongoing. As such, Responding Party
22 reserves the right to supplement, amplify or amend its responses to this Interrogatory.

23 **INTERROGATORY NO.13:**

24 Identify and describe each portion of any new server set up to run the GAME that was
25 originally built by TRACEY.

26 **RESPONSE TO INTERROGATORY NO.13:**

27 Objection. Responding Party incorporates by references its Preliminary Statement as
28 though fully set forth herein. Responding Party objects to this Interrogatory, as it contains a

1 compound and/or conjunctive and/or disjunctive question. Responding Party objects to this
2 Interrogatory on the grounds that it is vague, ambiguous, overbroad, unduly burdensome,
3 oppressive, calls for speculation, and the information is equally available to Propounding Party.
4 Responding Party further objects to this Interrogatory as it seeks information that is not relevant
5 to the issues in this case and is not reasonably calculated to lead to the discovery of admissible
6 evidence.

7 Without waiving any of the foregoing objections, Responding Party responds as
8 follows: There are no servers that were originally built by TRACEY. Additionally, discovery is
9 ongoing. As such, Responding Party reserves the right to supplement, amplify or amend its
10 responses to this Interrogatory.

11 **INTERROGATORY NO.14:**

12 Identify and describe each portion of any new server set up to run the GAME that
13 originally results from the results and/or proceeds of the SERVICES.

14 **RESPONSE TO INTERROGATORY NO.14:**

15 Objection. Responding Party incorporates by references its Preliminary Statement as
16 though fully set forth herein. Responding Party objects to this Interrogatory, as it contains a
17 compound and/or conjunctive and/or disjunctive question. Responding Party objects to this
18 Interrogatory on the grounds that it is vague, ambiguous, overbroad, unduly burdensome,
19 oppressive, calls for speculation, and the information is equally available to Propounding Party.
20 Responding Party objects to this Interrogatory as it seeks information that is not relevant to the
21 issues in this case and is not reasonably calculated to lead to the discovery of admissible
22 evidence. Responding Party further objects to the definition of the term “SERVICES” on the
23 grounds that Propounding Party’s definition is vague, ambiguous, compound and overbroad.

24 Without waiving any of the foregoing objections, Responding Party responds as
25 follows: The portion of any new server set up to run the GAME that originates directly from
26 the results and/or proceeds of TRACEY’S services is estimated to be substantially minimal. As
27 per NOPIXEL’S assessment, TRACEY’S contributions account for less than 1% of the
28 NOPIXEL platform, and potentially even less, possibly falling below 0.1% of the overall data.

1 Please see attached document Bates#MC129 for TRACEY’S overall contributions to the
2 platform.

3 **INTERROGATORY NO.15:**

4 Identify all revenues generated, and costs incurred, from YOUR operation of the
5 NOPIXEL SERVER.

6 **RESPONSE TO INTERROGATORY NO.15:**

7 Objection. Responding Party incorporates by references its Preliminary Statement as
8 though fully set forth herein. Responding Party objects to this Interrogatory, as it contains a
9 compound and/or conjunctive and/or disjunctive question. Responding Party objects to this
10 Interrogatory on the grounds that it is vague, ambiguous, overbroad as to time, unduly
11 burdensome, oppressive. Responding Party further objects to this Interrogatory as it seeks
12 information that is not relevant to the issues in this case and is not reasonably calculated to lead
13 to the discovery of admissible evidence.

14 Notwithstanding and without waiving these objections, Responding Party provides the
15 following supplemental response: The subject documents are already in the possession,
16 custody, and control of the Propounding Party insofar as the requested documents were
17 produced to the Propounding Party on or about May 8, 2024. The responsive documents are
18 contained within Bates #MC0068 to Bates #MC0072 produced herewith, which reflect the 50%
19 net participation agreement between TRACEY and NoPixel via Discord on March 14, 2022.
20 Propounding Party’s definition of “NOPIXEL SERVER” is otherwise overbroad as it: (a)
21 encompasses over 172 servers, (b) would require production of financial documents unrelated
22 to this litigation, (c) wholly unrelated to any work performed by TRACEY, and (d) is,
23 therefore, not calculated to lead to the discovery of admissible evidence.

24 **INTERROGATORY NO.16:**

25 Identify all revenues generated, and costs incurred, from YOUR operation of any new
26 server on which YOU have, and/or continue to, run the GAME since shutting down the
27 NOPIXEL SERVER.
28

RESPONSE TO INTERROGATORY NO.16:

Objection. Responding Party incorporates by references its Preliminary Statement as though fully set forth herein. Responding Party objects to this Interrogatory, as it contains a compound and/or conjunctive and/or disjunctive question. Responding Party objects to this Interrogatory on the grounds that it is vague, ambiguous, overbroad, unduly burdensome, oppressive. Responding Party further objects to this Interrogatory as it seeks information that is not relevant to the issues in this case and is not reasonably calculated to lead to the discovery of admissible evidence.

Notwithstanding and without waiving these objections, Responding Party provides the following supplemental response: The subject documents are already in the possession, custody, and control of the Propounding Party insofar as the requested documents were produced to the Propounding Party on or about May 8, 2024. The responsive documents are contained within Bates #MC0068 to Bates #MC0072 produced herewith, which reflect the 50% net participation agreement between TRACEY and NoPixel via Discord on March 14, 2022. Propounding Party's definition of "NOPIXEL SERVER" is otherwise overbroad as it: (a) encompasses over 172 servers, (b) would require production of financial documents unrelated to this litigation, (c) wholly unrelated to any work performed by TRACEY, and (d) is, therefore, not calculated to lead to the discovery of admissible evidence.

INTERROGATORY NO.17:

Identify each and every repository containing source code for the NOPIXEL SERVER as of the date of YOUR decision to shut down the NOPIXEL SERVER.

RESPONSE TO INTERROGATORY NO.17:

Objection. Responding Party incorporates by references its Preliminary Statement as though fully set forth herein. Responding Party objects to this Interrogatory, as it contains a compound and/or conjunctive and/or disjunctive question. Responding Party objects to this Interrogatory on the grounds that it is vague, ambiguous, overbroad as to time, unduly burdensome, oppressive. Responding Party further objects to this Interrogatory as it seeks

1 information that is not relevant to the issues in this case and is not reasonably calculated to lead
2 to the discovery of admissible evidence.

3 In addition, the phrase NOPIXEL SERVER, is vague and ambiguous in that
4 Responding Party never shut down the NOPIXEL SERVER. Without waiving any of the
5 foregoing objections, Responding Party responds as follows: Responding Party cannot
6 ascertain the information for this Interrogatory as the definition provided by Propounding Party
7 for the “NOPIXEL SERVER” does not align with the comprehensive understanding of
8 Responding Party’s server infrastructure. The description provided in Paragraph 11 of the First
9 Amended Complaint lacks specificity and fails to capture the entirety of the server operations.
10 However, the NOPIXEL platform, and its corresponding source code can be found here:
11 <https://github.com/itsKoil>. Responding Party will provide full access to the GitHub server to
12 Propounding Party’s expert witness at a mutually agreed upon time. Additionally, discovery is
13 ongoing. As such, Responding Party reserves the right to supplement, amplify or amend its
14 responses to this Interrogatory.

15 **INTERROGATORY NO.18:**

16 Identify each and every individual with access to any repository containing source code
17 for the NOPIXEL SERVER as of the date of YOUR decision to shut down the NOPIXEL
18 SERVER.

19 **RESPONSE TO INTERROGATORY NO.18:**

20 Objection. Responding Party incorporates by references its Preliminary Statement as
21 though fully set forth herein. Responding Party objects to this Interrogatory, as it contains a
22 compound and/or conjunctive and/or disjunctive question. Responding Party objects to this
23 Interrogatory on the grounds that it is vague, ambiguous, overbroad as to time, unduly
24 burdensome, oppressive. Responding Party further objects to this Interrogatory as it seeks
25 information that is not relevant to the issues in this case and is not reasonably calculated to lead
26 to the discovery of admissible evidence.

27 In addition, the phrase NOPIXEL SERVER, is vague and ambiguous in that
28 Responding Party never shut down the NOPIXEL SERVER. Without waiving any of the

1 foregoing objections, Responding Party responds as follows: Responding Party cannot
2 ascertain the information for this Interrogatory as the definition provided by Propounding Party
3 for the “NOPIXEL SERVER” does not align with the comprehensive understanding of
4 Responding Party’s server infrastructure. The description provided in Paragraph 11 of the First
5 Amended Complaint lacks specificity and fails to capture the entirety of the server operations.
6 However, individuals with access to the repository containing source code for the NOPIXEL
7 platform can be found in documents Bates #MC0127 and Bates #MC0128 produced herewith.
8 Additionally, discovery is ongoing. As such, Responding Party reserves the right to
9 supplement, amplify or amend its responses to this Interrogatory.

10 **INTERROGATORY NO.19:**

11 Identify each and every repository containing source code for any new server on which
12 YOU have, and/or continue to, run the GAME since shutting down the NOPIXEL SERVER,
13 including every repository containing the full history of such source code, and all updates
14 thereto, from the date of YOUR decision to shut down the NOPIXEL SERVER to today.

15 **RESPONSE TO INTERROGATORY NO.19:**

16 Objection. Responding Party incorporates by references its Preliminary Statement as
17 though fully set forth herein. Responding Party objects to this Interrogatory, as it contains a
18 compound and/or conjunctive and/or disjunctive question. Responding Party objects to this
19 Interrogatory on the grounds that it is vague, ambiguous, overbroad as to time, unduly
20 burdensome, oppressive. Responding Party further objects to this Interrogatory as it seeks
21 information that is not relevant to the issues in this case and is not reasonably calculated to lead
22 to the discovery of admissible evidence.

23 In addition, the phrase NOPIXEL SERVER, is vague and ambiguous in that
24 Responding Party never shut down the NOPIXEL SERVER. Without waiving any of the
25 foregoing objections, Responding Party responds as follows:

26 Responding Party cannot ascertain the information for this Interrogatory as the
27 definition provided by Propounding Party for the “NOPIXEL SERVER” does not align with
28 the comprehensive understanding of Responding Party’s server infrastructure. The description

provided in Paragraph 11 of the First Amended Complaint lacks specificity and fails to capture the entirety of the server operations. However, the NOPIXEL source code can be found here: <https://github.com/itsKoil>. Responding Party will provide full access to the GitHub server to Propounding Party's expert witness at a mutually agreed upon time. Additionally, discovery is ongoing. As such, Responding Party reserves the right to supplement, amplify or amend its responses to this Interrogatory.

INTERROGATORY NO.20:

Identify each and every individual with access to any repository containing source code for any new server on which YOU have, and/or continue to, run the GAME since shutting down the NOPIXEL SERVER, including every repository containing the full history of such source code, and all updates thereto, from the date of YOUR decision to shut down the NOPIXEL SERVER to today.

RESPONSE TO INTERROGATORY NO.20:

Objection. Responding Party incorporates by references its Preliminary Statement as though fully set forth herein. Responding Party objects to this Interrogatory, as it contains a compound and/or conjunctive and/or disjunctive question. Responding Party objects to this Interrogatory on the grounds that it is vague, ambiguous, overbroad as to time, unduly burdensome, oppressive. Responding Party further objects to this Interrogatory as it seeks information that is not relevant to the issues in this case and is not reasonably calculated to lead to the discovery of admissible evidence.

In addition, the phrase NOPIXEL SERVER, is vague and ambiguous in that Responding Party never shut down the NOPIXEL SERVER. Without waiving any of the foregoing objections, Responding Party responds as follows: Responding Party cannot ascertain the information for this Interrogatory as the definition provided by Propounding Party for the "NOPIXEL SERVER" does not align with the comprehensive understanding of Responding Party's server infrastructure. The description provided in Paragraph 11 of the First Amended Complaint lacks specificity and fails to capture the entirety of the server operations. However, individuals with access to the repository containing source code for the NOPIXEL

1 platform can be found in documents Bates #MC0127 and Bates #MC0128 produced herewith.
2 Additionally, discovery is ongoing. As such, Responding Party reserves the right to
3 supplement, amplify or amend its responses to this Interrogatory.

4 **INTERROGATORY NO.21:**

5 Identify each and every repository containing source code that is running
6 dashboard.nopixel.net, including every repository containing a fully history of such source
7 code, and all updates thereto, from the date of YOUR decision to shut down the NOPIXEL
8 SERVER to today.

9 **RESPONSE TO INTERROGATORY NO.21:**

10 Objection. Responding Party incorporates by references its Preliminary Statement as
11 though fully set forth herein. Responding Party objects to this Interrogatory, as it contains a
12 compound and/or conjunctive and/or disjunctive question. Responding Party objects to this
13 Interrogatory on the grounds that it is vague, ambiguous, overbroad as to time, unduly
14 burdensome, oppressive. Responding Party further objects to this Interrogatory as it seeks
15 information that is not relevant to the issues in this case and is not reasonably calculated to lead
16 to the discovery of admissible evidence.

17 In addition, the phrase NOPIXEL SERVER, is vague and ambiguous in that
18 Responding Party never shut down the NOPIXEL SERVER. Without waiving any of the
19 foregoing objections, Responding Party responds as follows: Responding Party cannot
20 ascertain the information for this Interrogatory as the definition provided by Propounding Party
21 for the “NOPIXEL SERVER” does not align with the comprehensive understanding of
22 Responding Party’s server infrastructure. The description provided in Paragraph 11 of the First
23 Amended Complaint lacks specificity and fails to capture the entirety of the server operations.
24 However, the main repository housing the source code for dashboard.nopixel.net is accessible
25 via <https://github.com/itsKoil>. This repository contains a thorough chronicle of the NOPIXEL
26 source code, documenting all subsequent updates and modifications. Responding Party will
27 provide full access to the GitHub server to Propounding Party’s expert witness at a mutually
28 agreed upon time. Moreover, it is imperative to clarify that dashboard.nopixel.net, although

1 created by TRACEY, is not an intrinsic component of the GAME itself but rather functions as a
2 web interface that links applications made by Spanish users (outside of the GAME) to their
3 respective FiveM ID tags. Additionally, the Spanish server operated at a cost-neutral or deficit
4 state, with revenues failing to exceed operational expenses, which is why that feature was
5 eventually disabled . Moreover, discovery is ongoing. As such, Responding Party reserves the
6 right to supplement, amplify or amend its responses to this Interrogatory.

7 **INTERROGATORY NO.22:**

8 Identify each and every individual with access to any repository containing source code
9 that is running dashboard.nopixel.net, including every repository containing a fully history of
10 such source code, and all updates thereto, from the date of YOUR decision to shut down the
11 NOPIXEL SERVER to today.

12 **RESPONSE TO INTERROGATORY NO.22:**

13 Objection. Responding Party incorporates by references its Preliminary Statement as
14 though fully set forth herein. Responding Party objects to this Interrogatory, as it contains a
15 compound and/or conjunctive and/or disjunctive question. Responding Party objects to this
16 Interrogatory on the grounds that it is vague, ambiguous, overbroad as to time, unduly
17 burdensome, oppressive. Responding Party further objects to this Interrogatory as it seeks
18 information that is not relevant to the issues in this case and is not reasonably calculated to lead
19 to the discovery of admissible evidence.

20 In addition, the phrase NOPIXEL SERVER, is vague and ambiguous in that
21 Responding Party never shut down the NOPIXEL SERVER. Without waiving any of the
22 foregoing objections, Responding Party responds as follows: Responding Party cannot
23 ascertain the information for this Interrogatory as the definition provided by Propounding Party
24 for the “NOPIXEL SERVER” does not align with the comprehensive understanding of
25 Responding Party’s server infrastructure. The description provided in Paragraph 11 of the First
26 Amended Complaint lacks specificity and fails to capture the entirety of the server operations.
27 However, in response to the request the following individuals with access to any repository
28 containing source code that is running dashboard.nopixel.net, including every repository

1 containing a full history of such source code, and all updates thereto, are as follows: (1)
2 CLOUT, (2) Nikez, and (3) xlAlexanderlx.

3 **INTERROGATORY NO.23:**

4 If YOUR answer to any of TOVE's concurrently served Requests for Admission is
5 anything other than an unqualified admission, state all facts regarding any such answer.

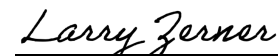
6 **RESPONSE TO INTERROGATORY NO.23:**

7 Objection. Responding Party incorporates by references its Preliminary Statement as
8 though fully set forth herein. Responding Party objects to this Interrogatory, as it contains a
9 compound and/or conjunctive and/or disjunctive question. Responding Party objects to this
10 Interrogatory on the grounds that it is vague, ambiguous, overbroad, unduly burdensome,
11 oppressive, calls for speculation, and the information is equally available to Propounding Party.
12 Responding Party further objects to this Interrogatory as it seeks information that is not relevant
13 to the issues in this case and is not reasonably calculated to lead to the discovery of admissible
14 evidence.

15 Responding Party further objects to this Interrogatory on the basis that it exceeds the
16 prescribed limitations regarding the number of requests outlined in Rule 33 of the Federal
17 Rules of Civil Procedure. The number of interrogatories served without leave of court is
18 limited, and since providing an answer to each separate Request for Admission that was denied
19 would count as a separate Interrogatory, this Interrogatory exceeds this limit. NOPIXEL is only
20 obligated to respond to the first 25 interrogatories.

21
22 DATED: June 5, 2024

MORRISON COOPER, LLP

23
24 
25 Larry Zerner,
26 Attorneys for Defendant,
27 KOIL CONTENT CREATION
28 PTY LTD., an Australian
proprietary limited company

VERIFICATION

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

I have read the foregoing DEFENDANT'S SUPPLEMENTAL RESPONSES TO PLAINTIFF'S FIRST SET OF INTERROGATORIES, and know its contents.

___ I am a party to this action. The matters stated in the foregoing document are true of my own knowledge except as to those matters which are stated on information and belief, and as to those matters I believe them to be true.

___X___ I am ___X___ an Officer a partner of KOIL CONTENT CREATION PTY LTD., a party to this action, and am authorized to make this verification for and on its behalf, and I make this verification for that reason. ___X___ I am informed and believe and on that ground allege that the matters stated in the foregoing document are true. The matters stated in the foregoing document are true of my own knowledge, except as to those matters which are stated on information and belief, and as to those matters I believe them to be true.

___ I am one of the attorneys for _____, a party to this action. Such party is absent from the county of aforesaid where such attorneys have their offices, and I make this verification for and on behalf of that party for that reason. I am informed and believe and on that ground allege that the matters stated in the foregoing document are true.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on June 5, 2024, in Australia.



MITCHELL CLOUT, an individual on behalf of
KOIL CONTENT CREATION PTY LTD.

EXHIBIT “B”



Dear Danny:

That One Video Entertainment, LLC (the "Company"), is pleased to offer you employment on the following terms:

1. **Position.** Your initial title will be Lead Developer and you will initially report to the Company's COO, Jacque Khalil. As the Company provides Entertainment Services, you may be required to appear on camera and create video tutorials and general media content around the Services you provide. This is a full-time, salaried exempt position. You will be required to work a minimum of 35 hours per week, and will not be eligible for overtime pay.

During your employment with the Company, you will be required to devote substantially all of your working time and attention to the business of the Company and to performing your job duties as Lead Developer and/or any other position or responsibilities assigned to you. You agree to perform your duties in a diligent and professional manner. You will not, without the prior written consent of the Company's COO, engage in any other employment, consulting, or other business activity (whether full-time or part-time) that would (i) create a conflict of interest with the Company; (ii) compete with the Company's existing or reasonably anticipated business, products or services; or (iii) materially interfere with or impede the satisfactory performance of your duties and responsibilities for the Company. By signing this agreement, you represent and warrant that you have no contractual commitments or other legal obligations to any third party that would prohibit you from performing your duties for the Company.

2. **Salary.** The Company will pay you a starting salary in the gross amount of \$105,000 per year. Your salary will be payable in periodic installments according to the Company's standard payroll schedule, and all payments will be subject to payroll deductions and withholdings required by law. Your salary may be subject to adjustment at the Company's discretion and pursuant to its employee compensation policies in effect from time to time.
3. **Sponsorships.** During your employment you may be eligible to participate in paid sponsorships for the services you provide to the Company. With respect to all such sponsorships, you agree that: (i) all compensation you earn is to be paid by the third party sponsor entity directly to the Company; (ii) the Company shall retain 30% of the gross amount paid for the sponsorships; and (iii) you shall be paid the remaining 70% of

the gross amount paid for the sponsorships, subject to and less payroll deductions and withholdings required by law.

4. **Bonus.** During your employment with the Company, you may be eligible to receive an annual Bonus subject to your performance against certain goals, and other terms and conditions, to be determined by the Company. Decisions concerning whether the Bonus will be paid in a given year, the amount of any such payment, and other terms and conditions of the Bonus, shall be made at the Company's sole discretion. The Company shall pay any Bonus in one lump sum, subject to required payroll deductions and withholdings, at the end of the year to which it relates. To be eligible for a Bonus, you must be actively employed by the Company at the time the Bonus is scheduled to be paid.
5. **Expenses.** The Company will reimburse you for all reasonable and necessary expenses actually incurred by you in performing your duties in accordance with its policies and procedures. Any expenses submitted by you for reimbursement by the Company must be supported with appropriate receipts, invoices, or other documentation verifying the nature, amount, and date of the expense.
6. **Confidentiality and Non-Disclosure Agreement.** Like all Company employees, you will be required, as a condition of your employment with the Company, to sign and fully comply with the Company's standard Confidentiality and Non-Disclosure Agreement, a copy of which is attached hereto as Exhibit A.
7. **Employee Handbook.** Like all Company employees, you will be required, as a condition of your employment with the Company, to read and sign an acknowledgment of receipt of the Company's Employee Handbook, a copy of which is attached hereto as Exhibit B. You will be required to fully comply with all applicable policies and procedures set forth in the Handbook throughout your employment.
8. **Ownership Of Intellectual Property.** During your employment with the Company, any creative or intellectual property developed and originated by you in performing your duties for the Company, will be Company property. You will not, without an express written agreement signed by the Company's COO, have any rights to the property.
9. **Social Media.** Your duties will involve developing content for social media, including written content, photos, and videos, related to the entertainment services provided by the Company. In connection with these social media activities, you must always demonstrate professionalism, and exercise sound judgment and discretion. In the event you post any content on social media, or engage in online behavior, that is determined by the Company to be: defamatory, discriminatory (based on race, national origin, sex,

religion, sexual orientation, or other classification protected by law), misogynistic, violent or threatening violence, overtly prejudicial, pornographic or overtly sexual to the extent not suitable for a general audience, or otherwise inappropriate, you may be subject to disciplinary action, up to and including termination of your employment with the Company.

10. **At-Will Employment.** Your employment with the Company is for no specific time period. Rather, your employment is "at will," meaning that either you or the Company may terminate your employment at any time and for any reason, with or without cause. Any contrary representations that may have been made to you are superseded by this letter agreement. This is the full and complete agreement between you and the Company on this term. Although your job duties, title, compensation, and benefits, as well as the Company's personnel policies and procedures, may change from time to time, the "at will" nature of your employment may only be changed in an express written agreement signed by you and a duly authorized officer of the Company (other than you).

11. **Verification of Identity and Employment Authorization.** For the purpose of compliance with federal immigration law, you will be required to complete a Form I-9 and provide the Company with specified documentary evidence of your identity and eligibility to work in the United States. You must complete this form and provide the required documentation within three (3) business days from your date of hire. Your failure to comply with this requirement will result in the termination of your employment with the Company.

12. **Tax Matters.**

- a. **Withholding.** All forms of compensation referred to in this letter agreement are subject to reduction to reflect applicable withholding and payroll taxes and other deductions required by law.
- b. **Tax Advice.** You are encouraged to obtain your own tax advice regarding your compensation from the Company. You agree that the Company does not have a duty to design its compensation policies in a manner that minimizes your tax liabilities, and you will not make any claim against the Company, or its Board of Directors related to tax liabilities arising from your compensation.

13. **Interpretation, Amendment and Enforcement.** This letter agreement and Exhibit A constitute the complete agreement between you and the Company, contain all the terms of your employment with the Company and supersede any prior agreements, representations, or understandings (whether written, oral, or implied) between you and the Company. This letter agreement may not be amended or modified, except by an express written agreement signed by both you and a duly authorized officer of the Company. The terms of this letter agreement and the resolution of any disputes as to the meaning, effect, performance, or validity of this letter agreement or arising out of, related to, or in any way connected with, this letter agreement, your employment with

the Company or any other relationship between you and the Company (the "Disputes") will be governed by California law, excluding laws relating to conflicts or choice of law. You and the Company submit to the exclusive personal jurisdiction of the federal and state courts located in the State of California in connection with any Dispute or any claim related to any Dispute.

We hope that you will accept our offer to join the Company. You may indicate your agreement with these terms and accept this offer by signing and dating this letter agreement and the enclosed Confidentiality and Non-Disclosure Agreement and returning them to HR. This offer, if not accepted, will expire at the close of business on October 31st, 2021. As required by law, your employment with the Company is contingent upon your providing legal proof of your identity and authorization to work in the United States. Your employment is also contingent upon your starting work with the Company on or before October 1st, 2021.

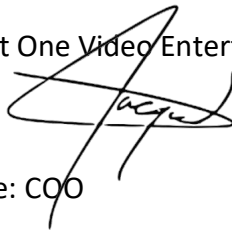
If you have any questions, please contact Jacque Khalil at jkhalil@thatonevideogamer.com or 310-466-4768

Very truly yours,

That One Video Entertainment, LLC

By:

Title: COO



I have read and accept this employment offer on the terms and conditions stated above:



Danny Tracey

Dated: 10/14/2021

EXHIBIT “C”



MORRISON ROTHMAN

EXHIBIT B

Mr. Tracey's Request to Change Account Name

< Search @Dw



Dw 08/04/2020 11:17 AM

hey bud, hope the wedding/honeymoon is all gucci. have a bit of an annoying request to ask of you when you're back and settled, if you wouldn't mind (edited)

August 16, 2020



Dw 08/16/2020 2:44 PM

^ on this, I was wondering if you could do me a solid and change my forum/discord/login name from DwDw to Dw. i could only limit to 3 chars when I first signed up



Hon 08/16/2020 2:44 PM

Send me your prior Profile



Dw 08/16/2020 2:45 PM

<https://www.nopixel.net/upload/index.php?members/dwdw.158518/>

August 17, 2020



Dw 08/17/2020 8:51 AM

ty ❤️

August 19, 2020



Dw 08/19/2020 12:56 PM

had to rejoin the discord for the name change to take affect. if you wouldn't mind adding the



MORRISON ROTHMAN

EXHIBIT C

Timeline Record of Mr. Tracey's NoPixel Account Name Change

User name	DwDw	Dw
 Dw	Apr 22, 2020	
Accepted terms and rules	Apr 22, 2020 at 4:43 PM	
Accepted privacy policy	Apr 22, 2020 at 4:43 PM	

EXHIBIT “D”

FOR THE CENTRAL DISTRICT OF CALIFORNIA

THAT ONE VIDEO)
ENTERTAINMENT, LLC, a)
California limited liability)
company,,)

Plaintiff,)

VS.)

Case No.
2:23-cv-02687 CAS
(JCx)

KOIL CONTENT CREATION PTY LTD., an Australian proprietary limited company doing business as NOPIXEL; MITCHELL CLOUT, an individual; and DOES 1-25, inclusive,

Defendants.

CERTIFIED COPY

DEPOSITION OF MITCHELL CLOUT

Via Zoom Videoconference

Tuesday, July 9, 2024

Transcribed by:

ASHLEY SANCHEZ
CSR No. 14346

Job No. :
49716MOD-ALT-VC

1 UNITED STATES DISTRICT COURT

2 FOR THE CENTRAL DISTRICT OF CALIFORNIA

3
4
5 THAT ONE VIDEO)
6 ENTERTAINMENT, LLC, a)
7 California limited liability)
8 company,,)

9 Plaintiff,)

10 VS.)

11 KOIL CONTENT CREATION PTY)
12 LTD., an Australian proprietary)
13 limited company doing business as)
14 NOPIXEL; MITCHELL CLOUT, an)
15 individual; and DOES 1-25, inclusive,)

16 Defendants.)
17 _____)

18 Case No.
19 2:23-cv-02687 CAS
20 (JCx)
21)
22)
23)
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26 DEPOSITION OF MITCHELL CLOUT, taken on behalf of
27 the Plaintiff via Zoom Videoconference, commencing at
28 2:10 P.M. and concluding at 7:05 P.M. on Tuesday,
29 July 9, 2024, reported by Ashley Sanchez, CSR No.
30 14346, a Certified Shorthand Reporter in and for the
31 State of California, pursuant to Notice.
32
33
34
35

1 want to try to establish two definitions that are -- one I
2 don't think will be controversial, but working
3 definitions that we can agree on for purposes of this
4 deposition just to make things a little more easy for both
5 of us and to streamline things.

6 So the noncontroversial one when I say "the game,"
7 do you understand that I am referring to the video game,
8 Grand Theft Auto Five published by Rockstar Games.

9 A Yup.

10 Q And the other definition is when I say the terms
11 role-play server or No Pixel server, do you understand that
12 I mean the private version of the game run by a collection
13 of different servers for which users apply to participate
14 in an immersive role-play experience within the game?

15 A Yup.

16 Q Okay. I appreciate that. Do you maintain the No
17 Pixel Wiki page located at Nopixel.fandom.com?

18 A Nope.

19 Q Do you know who does?

20 A I have got no idea.

21 Q Okay. I'm going to introduce into the record
22 what will be marked as Exhibit 2.

23 (Exhibit 2 Marked for Identification)

24 BY MR. BEGAKIS:

25 Q Let me know when you've had a chance to take a

1 Q Okay.

2 A It depends, like I said, if the codes for out base
3 vs. what could be outside sourced.

4 Q Okay. So let me also clarify again. When I say
5 the back-end, I mean the back-end with respect to your
6 version of the game as played in an application only
7 closed universe version of the game on the server. So yes,
8 of course, there is a game created by somebody else that
9 I'm talking about the No Pixel server back-end in the
10 entire No Pixel server back-end. You understand that?

11 A Right and it utilizes other people's code so yes
12 the -- yes. If their stuff updates we have to update too.
13 So -- if it's outsourced stuff then, yes there is people
14 that are assisting, I guess, but otherwise it's purely the
15 No Pixel modifications then not that I'm aware of, no.

16 Q Okay. Okay so for version 1.0 how would an
17 aspiring community member apply to become a part of the
18 community? And I recognize that I think at one point you
19 testified that it was open world. So when it became white
20 list, to use your terminology what was the process for
21 somebody to become part of the community?

22 A It's the same process as Arma. Since Arma was
23 also a white list server they signed up to Nopixel.net
24 They apply and then they either get accepted or they
25 don't get accepted.

1 Q Okay. So there was a -- so they would go to
2 Nopixel.net?

3 A Uh-huh.

4 Q And there would be a page that would tell them
5 how to apply?

6 A Yup.

7 Q What were the requirements to apply for version
8 one?

9 A You would ask questions and you'd just answer the
10 questions in a role-play scenario. That was the
11 application.

12 Q Who would ask you the questions?

13 A It was a post. So it was the same set of
14 questions for everybody that was doing it.

15 Q Okay, so somebody would go to Nopixel.net and
16 there would be a list of questions?

17 A Right after they signed up and you know verified
18 email all that sort of stuff.

19 Q Okay, so they would go to Nopixel.net and
20 they would be required to input information to quote/
21 un-quote, sign up?

22 A Yup.

23 Q And what information would they have to input?

24 A Steam account, identifier, user name, email, a
25 password, date of birth, I'm pretty sure they're the core

1 ones other than that I think there's optional ones for
2 like Twitch stream, YouTube, whatever after that.

3 Q Okay. And then somebody would reach out to them
4 with questions?

5 A No. So once you'd get your email you'd, you
6 know, verify your account. That was the email like most
7 websites. You would accept the terms, the privacy, and
8 then your account would be established and then you would
9 see extra forums once you're verified as a member.

10 Q Okay, how would they accept the terms?

11 A They have to, you know, it'll pop up on the screen
12 then click the check box and then accept.

13 Q Okay. And so was that at the point where they're
14 inputting their information?

15 A I believe at the end it would be or maybe before.
16 I'm not a hundred percent sure but it's when you're
17 creating your account that it's part of the verification
18 process.

19 Q Okay, so when you go to Nopixel.net and you
20 enter your information to create an account at some point
21 you're required to check a box to accept the terms of
22 service?

23 A Yes to verify your account, yes.

24 Q Okay. And then assuming they answered the
25 questions right regarding the role-play questions, then

1 they would be accepted to the server?

2 A Yes. If they met the requirements. Some people
3 at that point would also -- if they were streamers or
4 friends, people would be accepted you know through other
5 methods but that's generally 99.99 percent of people had
6 to do the application.

7 Q You said if they met the requirements what were
8 the requirements?

9 A Just if it was a friend or, you know, a streamer
10 that somebody was friends with or whatever. Could be
11 anything really. Just a friend usually of someone in the
12 community.

13 Q Oh, I just meant -- you said not referring to
14 special cases. 99.99 percent of people, by your
15 testimony, what were the requirements have to be?

16 A Right. Right. Understanding role-play with the
17 questions.

18 Q As somebody who's never done that, what do you
19 mean by understanding role-play?

20 A Understanding that your character is a person
21 that isn't exactly yourself. It's somebody that you're
22 playing like an actor. Just like in a movie or TV show
23 whatever. It's a character you create.

24 Q Okay. And so you've got to develop that
25 character?

1 to become a developer?

2 A It was just -- it was a modded community there
3 wasn't really much to it. If I got a DM or an email,
4 people just showed interest and it's something that's
5 pretty relative to how it works today.

6 Q Okay. So somebody's been accepted to the
7 community. They've been white listed. They reach out to
8 you and say hey I want to contribute to the development of
9 the source code of the game?

10 A They could reach out without signing up first.

11 Q Okay.

12 A They could email or message us on Twitch comment
13 chat there's plenty of other ways to contact developers
14 and whatnot.

15 Q Sure. But I believe you testified that you can't
16 think of a single person who is not also a member of the
17 community; is that correct?

18 A Once they were, yeah, a developer, yeah.

19 Q Okay. Was it more often that they would start as
20 a community member and then become a developer or more
21 often they would start as developer and then become a
22 community member?

23 A I wouldn't be able to entirely say honestly with
24 that.

25 Q Best estimate 50/50?

1 A I wouldn't be able to give a proper estimate.
2 It's just it's a hundred people so I really couldn't give
3 an accurate measurement, but it is both sides. I wouldn't
4 say 50/50 or anything. I just -- I'm not sure, but
5 there's definitely different varying sorts, so.

6 Q Okay. I appreciate that. But the application
7 process whether you are already community member or you
8 are reaching out to you to become a developer directly.
9 The application process is just to reach out to you and
10 say I want to be a developer?

11 A Back in 1.0 yeah it was a lot different back
12 then, so yes.

13 Q Did they have to go to any other separate website
14 and fill out an application?

15 A No. Just generally we conversed. They'd show us
16 work and it would just go from there.

17 Q Did they have to agree -- Did they have to agree
18 to any other separate terms of service?

19 A In 1.0, no. Just the websites. Sign up, that's
20 it.

21 Q Did they have to provide a resume?

22 A They don't have to but generally the resume in a
23 work environment like this is your actual work itself not
24 so much not the -- what you've done prior and what not.
25 No one is required to, but people did send in full

1 Q And if you're using GitHub then you would just
2 give a developer the username and password to get in?

3 A Well you would invite them to the GitHub, yeah.

4 Q And you have to give them the authority to come
5 in, correct?

6 A Yeah.

7 Q All right. That's 1.0. Let's -- I'm trying to
8 be methodic with this. 2.0. What was the process -- was
9 the process the same for community members to apply or for
10 aspiring community members to apply to become community
11 members and white listed players to the game?

12 A So we're not talking about devs? We're talking
13 about white list to play the game?

14 Q I'm back now to just -- we're resetting. No pun
15 intended. We're talking about version two.

16 If you just wanted to play and participate in the
17 community, you would go to Nopixel.net still?

18 A Yeah everything is the same. You would sign up
19 and the white list process was the same that we use in
20 Arma.

21 Q So for version two same as version one. You
22 would go to Nopixel.net. You would enter your
23 contact information. An email, a name, other basic
24 information. Your account would get verified, correct?

25 A Yup.

1 Q Your account would get verified and you'd click a
2 check box to agree to terms of service, correct?

3 A Before it gets verified, yes. The verification
4 is at the end when everything is accepted, yes.

5 Q Got it. And then you would receive -- so then
6 you'd be a member of the community but you'd have to
7 receive questions and answer those questions appropriately
8 to become white listed, correct?

9 A Yup.

10 Q Okay. For version two, was the process of
11 becoming a developer any different?

12 A It's all just, you know, like I said, even
13 till now, it's just you can apply on the website. You
14 can send an email. Some people get picked up from chat.
15 People are friends of friends. There's no one specific
16 way to become a developer.

17 Q And I appreciate you indulging me here. I'm just
18 trying to be methodical with this. Just I think we have
19 to be just given the nature of the fact that there's
20 multiple versions.

21 For a developer whether they're coming from
22 outside so to speak or coming from within the community,
23 was there any other website they had to go to, to apply.

24 A To apply to be a community member?

25 Q To apply to be a developer?

1 Q Interesting. Who other than you has admin
2 privileges to the GitHub account?

3 A Right now?

4 Q Right now.

5 A I believe Alex does. I'm not sure if anybody
6 else does. It's likely I don't mean -- Alex can invite
7 I'm pretty sure. So it's an organization not a just you
8 know a single account or whatever.

9 Q Okay. Version 3.0. I'm back to now community
10 members. So to become a community member for version 3.0
11 you'd still have to go to Nopixel.net?

12 A Yup.

13 Q Okay. You would have to provide basic
14 information to get your account to set up an account and
15 get it verified, correct?

16 A Yup.

17 Q You would have to click on terms of service and a
18 privacy policy in order to have that account verified,
19 correct?

20 A Yup.

21 Q And then you would receive questions that you
22 would have to answer appropriately in order to be white
23 listed into the community; is that correct?

24 A Yup.

25 Q For developers in version three, whether they

1 they've got to ask to become a developer, right?

2 A No. Not necessarily. It's a bit like -- like I
3 said, it's a bit more than that. It's not all -- they can
4 get okayed by me, but they don't always generally have to
5 ask me. Doesn't work like that.

6 Q It starts with reaching out to you though, right?

7 A No. Like I said it could be any of our other
8 developers, word of mouth, you know just Twitch chats,
9 whatever.

10 Q Do they have to go to any other website to apply?

11 A Not that I'm aware of, no. Like I said, there's
12 many ways to apply. It's not something that is, like,
13 you know, necessarily done in a specific way.

14 Q All right. Do they have to agree to any other
15 terms of service?

16 A In 3.0. No not that I'm aware of. Just like you
17 know if they sign up to GitHub, obviously there's TOS.
18 There's the FiveM TOS if they've got a FiveM account, just
19 you know. Rockstar's. All that sort of stuff.

20 Q Did they have to provide a resume?

21 A No. Nobody had to do anything.

22 Q Did you require contributors to the development
23 of the code of 3.0 to sign a written agreement addressing
24 their contributions to the No Pixel server?

25 A Just when they sign up to the website.

1 Q Just the terms of service that they would click a
2 check box on if they were applying to become a community
3 member first, right?

4 A Yes to be verified. Yes, they have to read the
5 terms of service and accept the terms of service
6 digitally, yes.

7 Q I thought you said they could -- the developers
8 could come from outside the community; is that right?

9 A Right, but you're talking about once they become
10 a developer. They would be on the website.

11 Q So they would still have to click -- they would
12 still have to create an account and be verified and click
13 the terms of service, even if they were not in the
14 community first because they'd have to join the community
15 to provide code?

16 A Yeah. So if you are a developer, you join our
17 Discord and to join our Discord you need a forum account
18 and that's when you -- you know, it goes to the developer.
19 Because the process is automated from website once you
20 make an account get white listed, whatever tags it will
21 show up in the Discord as well.

22 Q Okay. Okay, got it. Version 4.0. To become a
23 community member, do aspiring community members still go
24 to Nopixel.net?

25 A Yes.

1 Q And they enter some information -- some basic
2 information about themselves to create an account,
3 correct?

4 A Yup.

5 Q And then that account gets verified and they
6 click the check box for terms of service, correct?

7 A Yup.

8 Q And then they get asked questions and if they
9 answer the questions the right way they get white listed?

10 A I believe through 3.0 there was also a chance for
11 video applications for people that were not dyslexic or
12 whatever things like that, but they could show role-play
13 as well, so similar. Same method. Sign up get white
14 listed. Play.

15 Q Yeah. Okay. I appreciate that.

16 And for version 4.0, for those who wanted to
17 become a developer, whether they were already community
18 members or not. They -- was there any other website
19 they'd have to go to, to fill out on application?

20 A I'm not a hundred percent sure how that was all
21 sifted through because we've scaled in a way that is very
22 big. We're up to like a hundred-ish people that have --
23 that have put in and worked on it. So -- there's the end
24 point that is still the same once you get to, you know a
25 point of showing the work that you would be on the website

1 and then you know you'd be in the Discord. Accepted and
2 that all sort of stuff, yeah.

3 Q But there isn't other site work flow that an
4 aspiring developer would have to apply through or work
5 through?

6 A There's no set standard no. There's no specific
7 requirement of anything to apply, but, like I said,
8 there's different methods that different devs would use to
9 to sift through people necessarily.

10 Q Other than clicking the terms of service. Is
11 there any other written agreement that any developers of
12 version 4.0 have to sign?

13 A Yes.

14 Q Oh there is?

15 A Yes.

16 Q Okay. What do they have to sign?

17 A Just a general contract. So we have some
18 employees now that they're in Australia that are actual
19 employees but then there's the out of contracts from
20 people all over the world that are saying they'll get
21 compensated for their work and whatnot.

22 Q When did you implement that?

23 A I believe in '23 sometime. I'm not sure. So
24 somewhere through 3.0. When we started scaling a lot
25 bigger.

1 Q Okay. Did you get anybody who had contributed to
2 the server before you implemented a separate written
3 agreement that you required to sign something?

4 A Like I said, depends if you consider the digital
5 signature on the terms and privacy signed or you know --

6 Q Well I suppose that's sort of what I'm getting to
7 it's like if your position is that from versions one
8 through three and your testimony's is that all of these
9 people have contributed and all of that work still exists
10 it's still built off for version four and all they signed
11 was a terms of service, why would you need to have them
12 sign a written agreements that address their contributions
13 for version four?

14 A Because there's like I said, 70 plus people that
15 are working on things, so everybody's in a different
16 environment now. It's a lot easier to -- not everyone is
17 paid the same. When there's this amount of people.
18 Obviously also it helps with the business side, accounting
19 side. So it's just easier to keep tabs on something when
20 it's this big.

21 Q Okay. Let me ask you this. Could anybody join,
22 be white listed in the community without clicking the
23 terms of service?

24 A It's not possible because you have to verify the
25 account. It's just not possible.

1 members.

2 Q Best estimate?

3 A Thousands, I'm sure. I know the registered
4 members alone was over 500,000 a while back. So it's
5 probably 6 or 700,000.

6 Q How many people can play at a time?

7 A That would also be dependant on which servers
8 we're talking about. Which time frame.

9 Q On average. For version four, on average, how
10 many players can play at a time?

11 A The game? Which server are we talking about?
12 White list only, public servers, other servers or which
13 servers or all servers?

14 Q White list only?

15 A White list only on the main U.S. one 250, or 260
16 or 270-ish now that it's optimized.

17 Q Can every community member contribute to the
18 development of the visual aesthetics of the game?

19 A They could, sure.

20 Q Okay. So does that mean when -- so just so I'm
21 clear. So every user creates their own skin. What their
22 profile looks like, what their character looks like,
23 right?

24 A They can change their character's appearance,
25 sure.

1 Q Via a set of various changes. Like, there's a
2 set amount of ways you can change your character, correct?

3 A I mean there is a certain amount of ways, but it's
4 like a lot a lot of different ways.

5 Q Okay, so one of the ways any community member
6 can contribute to the visual aesthetics of the game is by
7 creating a unique character?

8 A When you say the visualization of the game, I'm
9 not sure what you mean.

10 Q I said the visual aesthetics of the game.

11 A Yeah I mean you can do anything to change that if
12 you want.

13 Q Can you -- what else -- can you build your own
14 house?

15 A Yes.

16 Q Can you build your own car?

17 A You can modify it, yeah.

18 Q So you can pick from a series of available cars
19 and change the color, change the wheels, change other
20 aspects of the car; is that a yes?

21 A Yup.

22 Q Okay. Can you build other buildings in the city?

23 A I mean it depends on how you're interpreting
24 this. As the players you can build out housing and stores
25 whatever.

1 Q Okay, so you can build stores and just houses?

2 A Warehouses -- it's also going to depend on what
3 time frame we're talking about here.

4 Q Sorry.

5 A I was going to say you're using, you know, Al 3D
6 assets to do so usually with the housing and what not, so.

7 THE COURT REPORTER: Sorry, using what?

8 THE WITNESS: Al 3D assets which is made by LCR Custom
9 Assets.

10 THE COURT REPORTER: Okay, thank you.

11 BY MR. BEGAKIS:

12 Q Other than warehouses, store fronts, and houses,
13 what other physical structures can users build?

14 A You know, that's sort of -- everything at that
15 point. You can make a warehouse or a store or whatever
16 you want, so.

17 Q Can you build mountains? Can you, like, create
18 mountains or other parts of the landscape? Can you --
19 withdraw.

20 Can you make changes to the landscape? Is that a
21 yes? The audio's a little bit --

22 A Sorry. Yup.

23 Q Anything, like, I could build a mountain? I can
24 build an ocean?

25 A Whatever assets we add and allow. Yes you can

1 well.

2 Q Okay. You suggested, I don't want to misquote
3 you, that not every user builds things in the game?

4 A Well, that depends on what you're referring to as
5 build. Because you know there's a different system to the
6 character in the role-play world building something and
7 the person outside that is building something.

8 Q Okay. So approximately how many people -- how
9 many community members that participate in the game
10 contribute to the development of the game environment?

11 A The environment? Well again it's going to depend
12 on how you consider development in this question.

13 Q Any development to the game environment.
14 Creating a car, building a house, building a warehouse?

15 A Right. So there's a very big difference between
16 creating a car asset as a 3D model or being in game as a
17 character and changing because it's the character in role
18 play that's changing it not meant to be the person, so I'm
19 not sure how to answer --

20 Q With the first option. Creating 3D models. How
21 many members do that?

22 A At the moment for 3D -- like 20 -- 20 or so
23 I think. 15 or 20.

24 Q But that's not the same as working on the back
25 end code though, right?

1 5 or 600K I think. Maybe more I'm not sure. Just roughly
2 in the last six months.

3 BY MR. BEGAKIS:

4 Q In the last -- in the first six months of 2024?

5 A Yeah. Yeah. I'd say something around there.

6 Q And just because I think there might have been
7 some confusion, how much did gross revenue did No Pixel
8 server generate in 2023?

9 A I think -- I mean towards the end it was probably
10 making 70 or 80K a month. But at the start I can't
11 remember, so it could be any whether, you know -- it could
12 be a million I guess but I'm not a hundred percent sure.

13 (Simultaneous Crosstalk).

14 BY MR. BEGAKIS:

15 Q Sorry?

16 A Not spent on devs and what not.

17 Q You're talking about gross revenue that's come
18 in?

19 A Yeah all through to us, yeah.

20 Q Okay, do you think that No Pixel server has been
21 successful?

22 A It depends on what you gauge success to be. If
23 that's money, enjoyment, creating something that people
24 like it depends on your interpretation of that.

25 Q Based on your interpretation of success has the

1 No Pixel server been successful?

2 A Yeah.

3 Q Why?

4 A Because the community's built something together
5 that you know is being -- has become renowned everywhere.

6 Q When did you form Koil Content Creations PTY LTD?

7 A I wouldn't be a hundred percent sure on that
8 either, but it was a few years ago at least.

9 Q Was it --

10 A I couldn't give the exact date for that?

11 Q Was it before or after version one?

12 A I believe it was after but I -- like I said I
13 can't be one hundred percent.

14 Q Best estimate though it was after version one?

15 A Yeah, I believe so.

16 Q By your best estimate was Koil formed before or
17 after version two?

18 A I'm not sure at that point. It could have been
19 in two or after. I'm not one hundred percent sure
20 entirely.

21 Q Is it your best estimate that Koil existed in --
22 during version three?

23 A Yeah, I mean, it was definitely there because three
24 went for a few years so it would have been in there at
25 some point for sure, so.

1 confirmed that Mr. Tracey became a community member
2 April 22nd, 2020?

3 A That's when he accepted the privacy policy and
4 the rules. So that's not necessarily proving that's when
5 the account was made. That's just a log of when he
6 accepted those last.

7 Q Okay, so he then would have got -- now I'm going
8 to go to Exhibit 6. He would have gone to this version of
9 the Nopixel.net web page because this is the version
10 according to the Wayback Machine that existed as of
11 November of 2020, correct?

12 A Well, it depends on which part of the page you
13 went to, but yeah, this style was definitely something that
14 would have been back then, I believe.

15 Q Okay. Got it.

16 All right. Now, I want to direct you to the Exhibit 9.
17 Which I've entered into the record just a moment ago as
18 Exhibit 9. Let me know when you've got that up.

19 A Yeah, the application, I believe.

20 Q What is this?

21 A It appears to be a website app for development.
22 I believe this is the one that was denied and then he
23 became developer somehow after that, I believe, just through
24 communication I believe.

25 Q I'm not trying to be difficult. I just want to

1 know because you provided this document to me. So, like,
2 I'm trying to understand is this an email that you
3 received?

4 A No it's a forum post.

5 (Pause for Technical Difficulties).

6 BY MR. BEGAKIS:

7 Q So Mr. Clout, what is this?

8 A It's a forum post which is just an application
9 for development.

10 Q Okay. So Mr. Tracey would go to the forum page
11 and submit this?

12 A Yup.

13 Q Would there be fields, like, cause I see where it
14 says I have read and agree to the information above. Yes,
15 resume uploaded, files -- like he didn't write that. Is
16 that a field generated thing where, like, the information,
17 like, he entered information into certain fields and then
18 it's generated for you as a forum post?

19 A No. It would be a template. So he would copy
20 paste that text, I believe, just like the other templates
21 for white listing applications and whatnot.

22 Q Okay. Where is his resume?

23 A Well, it says files attached. So I assume it was
24 attached to the post.

25 Q Right, but you didn't produce it, so I'm just --

1 do you have a copy of his resume?

2 A I don't think so because like I said this one got
3 thrown out because of there not being much displayed I
4 believe.

5 Q What was your understanding about why this
6 application was thrown out?

7 A I'm not even sure he did it, but if I looked at
8 his application right now I would just be, like, say no
9 because with the amount of applications we get we expect
10 to have some form of, like, visuals of what you've done and
11 done and whatnot, and I don't think this was one that was
12 accepted. I'm not sure entirely if I'd even reviewed
13 it back then, but I don't recall otherwise.

14 Q Okay, if this was thrown out then how did
15 Mr. Tracey become a developer?

16 A I'm not sure. I don't remember. But it's
17 like -- it would have been one of the same processes
18 essentially. Showing us your work and then we go from
19 there.

20 Q Other than clicking the terms of service that
21 apply to community members, did Mr. Tracey sign anything
22 that addressed his contributions to the development of the
23 code for the No Pixel server?

24 A Well, I mean, it says I have read and agreed to
25 the information above, yes, so depending on what was

1 above at that point he would've agreed to that too, I
2 guess. And the privacy policy and the terms, yup.

3 Q Well you said you threw this out and you're not
4 sure how he was accepted. So to your knowledge -- right
5 so to your knowledge other than agreeing to the terms of
6 service that apply to community members, did Mr. Tracey
7 sign anything else in writing that addressed his
8 contributions to the development of the code of the No
9 Pixel server?

10 A So when you say signed, he'd had to actually
11 signature or just something you talked about or what --
12 and at what points are we talking here?

13 Q Signed a written agreement of any kind that other
14 than the terms of service that apply to community members,
15 signed a written agreement of any kind that addressed his
16 contributions to the code of the No Pixel server?

17 A It's what he wrote on Discord.

18 Q Did he sign on Discord?

19 A That's what I'm saying. It depends on, you
20 know -- is it a signature then no.

21 Q So your answer is no?

22 A Well, if there's no signed, writing signature,
23 then I guess not, but he said things in Discord, yeah.

24 Q Okay, got it. When did you start paying
25 Mr. Tracey for his contributions to the development of the

1 A Yeah, so -- well, he's -- yeah, he wanted ten, 1 a
2 month to be able to quit his job at Uber Eats or whatever
3 he was doing at that point and that's what would've made
4 him comfortable.

5 Q Do you have anything in writing that otherwise
6 confirm -- well let me start with this. What -- other
7 than ten k a month what were the terms of his agreement to
8 be employed to render services in connection with the No
9 Pixel server?

10 A At this point, just continuing from the community
11 member sign up and after that nothing changed for a while
12 I don't believe.

13 Q And was there anything in writing to memorialize
14 the terms of this ten k a month agreement?

15 A Just what is in the Discord conversations.

16 MR. BEGAKIS: Okay, I'm entering into the record what
17 will be marked as Exhibit 12.

18 (Exhibit 12 Marked for Identification)

19 BY MR. BEGAKIS:

20 Q Let me know when you've got that open.

21 A Yup.

22 Q Okay, so Danny says on May 27th, I'll probably
23 quit Monday, but I still need to figure out the visa shit
24 and need to figure out payment stuff here. And then you
25 respond when you say payment here you mean No Pixel? I'm

1 down for writing a contract for whatever if it eases your
2 penis. Need to define whatever we both want out of it I
3 guess?

4 A Yup.

5 Q So did you write a contract?

6 A There was an agreement in Discord is what we
7 ended up going with.

8 Q Right but in Discord you said I'm down for
9 writing a contract or whatever if it eases your penis.

10 A Right. And whatever's in Discord is what we wrote
11 wrote to each other.

12 Q Right. But you said this in Discord, so you're
13 saying that you're down to write a contract outside of
14 Discord, correct?

15 A I mean not necessarily outside of Discord. You
16 can have a contract in Discord too. We're writing a
17 contract just whatever to ease his mind because he was
18 worried about quitting his job and you know.

19 Q Okay, so your position is that the contract to
20 ease his penis is in Discord?

21 A There's not a contract. It says I'm down for
22 writing one, so --

23 Q But I haven't seen a written contract anywhere.
24 So you're telling me that the contract with him is in
25 Discord?

1 Q I'm sorry, what was that?

2 MR. ZERNER: John, can we stop with the snide
3 remark. Ask the question.

4 MR. BEGAKIS: I'm sorry, what did the witness say?

5 THE WITNESS: I said I am shaking.

6 BY MR. BEGAKIS:

7 Q So what were the terms of this agreement that you
8 had in Discord with Mr. Tracey? Ten grand a month. What
9 was his title?

10 A It depends when we are looking at the agreements.
11 It changed a few times.

12 Q The start. What was his title?

13 A Just developer at this point, I believe.

14 Q When did it change?

15 A I'm not entirely sure when it was but he,
16 you know, he implied he wanted to do something to get a
17 visa or whatever at some point later on.

18 Q And so his title had to change?

19 A Oh, no, he just said he was going to bullshit
20 and whatever on the visa application.

21 Q So what did you change his title to?

22 A I didn't change his title. He said he was going
23 to bullshit it.

24 Q No you said his title changed?

25 A Right so. There's no necessarily title

1 answered and that is an answer in and of itself for the
2 court. So again I'm going to ask.

3 MR. ZERNER: Mitch, we can't hear you.

4 THE WITNESS: Yeah it's because he's talking.

5 MR. BEGAKIS: Well.

6 THE WITNESS: Just ask the question again. So I can
7 answer it.

8 BY MR. BEGAKIS:

9 Q You provide a responsive answer and I'll stop
10 talking. We could have been done hours ago.

11 MR. ZERNER: All right listen it's 5:46 P.M. We're
12 taking a break.

13 MR. BEGAKIS: No, I don't agree with that, there's an
14 open question.

15 MR. ZERNER: No, there's not an open question.

16 (Simultaneous Crosstalk).

17 MR. ZERNER: We're taking a break. We're taking a
18 break. Okay fine, don't agree. We're going to go take a
19 break. You can tell the court that we took a break and
20 you didn't like it. Okay? We said we were going to take
21 a break at 5:30, it's 5:46. We're taking a break. Okay?
22 We're coming back at 6:05. Thank you. Mitch.

23 (Off the Record)

24 BY MR. BEGAKIS:

25 Q Okay, Mr. Clout, when did you terminate Mr.

1 Tracey from his role as a developer for No Pixel?

2 A When he wanted to leave. That would have been I
3 think December 22.

4 Q Would it be December 28th, 2022?

5 A Around that time, yeah.

6 Q Why did you terminate him?

7 A Because he wanted to leave.

8 Q What is your understanding as to why he wanted to
9 leave?

10 A He threw a tantrum not being able to manage
11 things that he wasn't meant to manage for, like, the
12 forth or fifth time and I didn't entertain it and he left.
13 Said he wanted to leave.

14 Q So you terminated it?

15 A We agreed at that point that we, you know, it was
16 done.

17 Q So you didn't terminate him? You agreed -- you
18 mutually agreed. Is that your testimony?

19 A Well, he wanted to leave, so yeah.

20 Q I just want to get clear. You mutually agreed
21 that he would leave or you terminated him?

22 A Well, he said we weren't going to work it out and
23 who do I hand over the details to so technically he left.

24 Q That's your testimony?

25 A Yeah.

1 Q Yes or no?

2 A Yes.

3 Q Thank you. How did you notify him that he was
4 terminated?

5 A Like I said we agreed.

6 Q That's not the question I asked. How did you
7 notify him that he was terminated?

8 A He agreed in Discord and he sent over the details
9 and I said we don't need them. We already had them.

10 Q So it's your testimony that you notified him over
11 Discord?

12 A Yes. We agreed on Discord.

13 MR. BEGAKIS: Move to strike everything after yes.

14 MR. ZERNER: Who are you moving to?

15 BY MR. BEGAKIS:

16 Q Did you revoke his access to the No Pixel server
17 after you terminated him?

18 A Depends on what server we're talking about here.

19 Q Did you revoke his access to the repository that
20 stored the server -- that stored the code after you
21 terminated him?

22 A Yeah, I mean -- yeah everything was changed.

23 Q When?

24 A Sometime after. I'm not sure exactly.

25 Q How long after?



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Register

Welcome Guest, to NoPixel's Website.

GTA Standard Whitelisting is currently: **Closed!**

GTA Donator Whitelisting is currently: **Open! (Roughly 14-30 Days)**

Please pay attention to the forums and instructions given, donators still must apply like normal, they are just processed faster. If you do pass the application process, it may still take considerable time to join the server.

The process can be found here: <https://www.nopixel.net/upload/index.php?threads/civilian-application-template.116232/>

[Home](#) > [Help](#) >

Terms and rules

Help

[Smilies](#)

[BB codes](#)

[Trophies](#)

[Cookie usage](#)

[Terms and rules](#)

[Privacy Policy](#)

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All content you submit, upload, or otherwise make available to the Service ("Content") may be reviewed by staff members. All Content you submit or upload may be sent to third-party verification services (including, but not limited to, spam prevention services). Do not submit any Content that you consider to be private or confidential.

You agree to not use the Service to submit or link to any Content which is defamatory, abusive, hateful, threatening, spam or spam-like, likely to offend, contains adult or objectionable content, contains personal information of others, risks copyright infringement, encourages unlawful activity, or otherwise violates any laws. You are entirely responsible for the content of, and any harm resulting from, that Content or your conduct.

We may remove or modify any Content submitted at any time, with or without cause, with or without notice. Requests for Content to be removed or modified will be undertaken only at our discretion. We may terminate your access to all or any part of the Service at any time, with or without cause, with or without notice.

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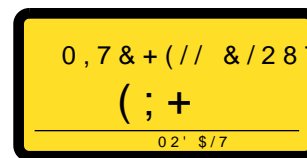
[Home](#) > [Help](#) >

[Terms and rules](#) [Privacy policy](#) [Help](#) [Home](#) 



Dw

Apr 22, 2020



Field name:

Accepted terms and rules

Old value:

New value:

Apr 22, 2020 at 4:43 PM

Field name:

Accepted privacy policy

Old value:

New value:

Apr 22, 2020 at 4:43 PM

Log out v2.1.7



Dw
Registered Member

Joined: Apr 22, 2020
Messages: 72

May 18, 2020

🔊 📌 #1

I have read & agree to the information above. Yes

Resume Upload (Please upload as a .PDF!)- File(s) attached

GitHub Link- <https://github.com/dwjft>

Anything else you would like to add? Hey all!

I'd like to throw my hat in the ring for one of the full stack positions available. I've been a "generalist" engineer for 12 years professionally and ~18 years in total. I don't have any specific FiveM / GTA mod experience, so if that's a deal breaker, feel free to stop reading here!

I've attached my redacted resume and github link, which looks inactive, but its just a policy thing where our private contributions need to be hidden.

Personally, I've been a huge fan of GTA RP since mid-2017 and find myself regularly hooked on the content creators, and the behind the scenes content enablers ("devs"). Having watched dev streams I feel very strongly that it would be a comfortable environment for me to jump right into.

I'd love to hop on a call or something to discuss it further.

Regards



Report



Edit



Delete



Warn



Like

[10-May-21 09:49 PM] Koil#7635
request 5k invoice from koiltwitch@gmail.com paypal PUSSY

[10-May-21 09:49 PM] Koil#7635
let me give u money from this everyone else takes it

[10-May-21 09:51 PM] Dw#7592
is it still pulling in good dono money?

[10-May-21 09:51 PM] Koil#7635
yeh

[10-May-21 09:52 PM] Koil#7635
ive given so much to others

[10-May-21 09:52 PM] Koil#7635
just do it if u dont want it donate to a charity or other ppl

[10-May-21 09:52 PM] Koil#7635
w/e

[10-May-21 09:52 PM] Dw#7592
wonder when it'll slow down

[10-May-21 09:52 PM] Koil#7635
when devs stop giving a shit or streamers get over it

[10-May-21 09:52 PM] Koil#7635
looks like sykkuno / xqc still enjoying it

[10-May-21 09:53 PM] Koil#7635
but i cant imagine it lasting another 2-3 months surely

[10-May-21 09:53 PM] Koil#7635
last bubble was like 3-4 months

[10-May-21 09:53 PM] Koil#7635
then slowly tapered off

[10-May-21 09:53 PM] Koil#7635
wasnt as crazy as this though

[10-May-21 09:54 PM] Dw#7592
yeah but even then there was noone invested in their shit. xqc having a cop is one way to keep him around for a lot longer

[10-May-21 09:54 PM] Koil#7635
yah

[10-May-21 09:54 PM] Dw#7592
moon being on cop as well

[10-May-21 09:54 PM] Koil#7635
most games have a life of like a month on twitch

[10-May-21 09:54 PM] Koil#7635
so either way we pooped all over it this year

[10-May-21 09:55 PM] Dw#7592
yeah and there's still big names coming

[10-May-21 09:55 PM] Koil#7635
seananners got whitelisted just recently

[10-May-21 09:55 PM] Koil#7635

used to watch the shit out of him in mw2 days

[10-May-21 09:55 PM] Koil#7635

either way

[10-May-21 09:55 PM] Koil#7635

request that money i dont wanna gift subs to u

[10-May-21 09:55 PM] Koil#7635

its a waste of \$

[10-May-21 09:55 PM] Koil#7635

end up losing like 30% of it

[10-May-21 09:56 PM] Koil#7635

50% actually

[10-May-21 09:56 PM] Dw#7592

i did like \$30k in a subs myself

[10-May-21 09:57 PM] Koil#7635

the fuck

[10-May-21 09:57 PM] Koil#7635

how loaded are you

[10-May-21 09:57 PM] Dw#7592

no i meant incoming

[10-May-21 09:58 PM] Koil#7635

im confused

[10-May-21 09:58 PM] Koil#7635

you mean you gift 30k to yourself

[10-May-21 09:58 PM] Koil#7635

or thats what u got

[10-May-21 09:58 PM] Dw#7592

no i earned like \$30k in the 2 months i streamed

[10-May-21 09:59 PM] Koil#7635

oh right

[10-May-21 09:59 PM] Koil#7635

yeah even still

[10-May-21 09:59 PM] Koil#7635

just do it

[10-May-21 09:59 PM] Koil#7635

otherwise ill gift more subs but twitch gets half

[10-May-21 09:59 PM] Koil#7635

buy yourself a golden dildo



Dw >



May 15, 2021

MITCHELL CLOUT

EXH 11

49716MOD-ALT



Dw 05/15/2021 11:51 AM

realistically if I quit my job and siphoned some donations to work full time for nopixel, how much per month you think that would be?



Koil 05/15/2021 8:04 AM

uh

id have to look how much ive donated
but tbh id give more to you over others
we could also talk to twitch about a buff in your contract if you considered streaming more
i think ive donated / gifted like 80k+ atleast
and thats with a big buffer atm
so i duno how much u need but yeah
still looks like you do 80% of the shit



Dw 05/15/2021 8:06 AM

just need a rough figure so i can figure that + what i need from twitch to make it worth



Koil 05/15/2021 8:07 AM

i could drop 10k a month easily for a year minimum probably
then pump more while its hot
also depends on if i keep giving to others too
but its sort of back to sky / alex only

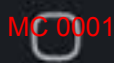


Dw 05/15/2021 8:08 AM

10k usd?



Message @Dw



←  Dw >



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02' \$ /7



Dw 05/27/2021 7:47 AM

i'll prob quit monday but i still need to figure out the visa shit

and need to figure out payment stuff here



Koil 05/27/2021 8:17 AM

when u say payment here u mean nopixel?

im down for writing a contract or w/e if it eases your penis

need to define w/e we both want out of it i guess



Dw 05/27/2021 8:27 AM

well basically just need to know how we gonna handle it and what to expect so i can plan my life around that income and not current



Koil 05/27/2021 9:01 AM

yeh

just doing w/e you do now really

come up with ideas implement them

im not trying to do it like 500000 hours a day of pure coding

or some shit



Dw 05/27/2021 9:03 AM

ye and what we doing about the money

did your accountant confirm yet



Koil 05/27/2021 9:03 AM

yeh it doesnt really matter



Message @Dw



INVOICE

That One Video Entertainment LLC
2459 West 208th Street, STE 101, Torrance, CA
90501
dw@thatonevideogamer.com

Invoice No#: 0001
Invoice Date: Oct 27, 2021
Due Date: Oct 27, 2021

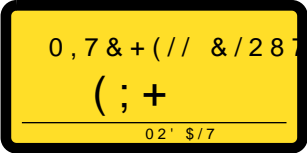
CANCELED

\$5,000.00
AMOUNT DUE

BILL TO
koiltwitch@gmail.com

#	ITEMS & DESCRIPTION	QTY/HRS	PRICE	AMOUNT(\$)
1	NoPixel work - Dw NoPixel work - Dw	1	\$5,000.00	\$5,000.00
Subtotal				\$5,000.00
Shipping				\$0.00
TOTAL				\$5,000.00 USD

NOTES TO CUSTOMER
NoPixel work - Dw



INVOICE

That One Video Entertainment LLC
2459 West 208th Street, STE 101, Torrance, CA
90501
dw@thatonevideogamer.com

Invoice No#: 0002
Invoice Date: Nov 27, 2021
Due Date: Nov 27, 2021

REFUNDED

\$0.00
AMOUNT DUE

BILL TO
koiltwitch@gmail.com

#	ITEMS & DESCRIPTION	QTY/HRS	PRICE	AMOUNT(\$)
1	NoPixel work - Dw NoPixel work - Dw	1	\$5,000.00	\$5,000.00
Subtotal				\$5,000.00
Shipping				\$0.00
TOTAL			\$5,000.00 USD	
Amount paid			\$5,000.00	
AMOUNT DUE			\$0.00 USD	

NOTES TO CUSTOMER
NoPixel work - Dw

INVOICE

That One Video Entertainment LLC
2459 West 208th Street, STE 101, Torrance, CA
90501
dw@thatonevideogamer.com

Invoice No#: 0003
Invoice Date: Dec 27, 2021
Due Date: Dec 27, 2021

REFUNDED

\$0.00
AMOUNT DUE

BILL TO
koiltwitch@gmail.com

#	ITEMS & DESCRIPTION	QTY/HRS	PRICE	AMOUNT(\$)
1	NoPixel work - Dw NoPixel work - Dw	1	\$5,000.00	\$5,000.00
Subtotal				\$5,000.00
Shipping				\$0.00
TOTAL			\$5,000.00 USD	
Amount paid				\$5,000.00
AMOUNT DUE				\$0.00 USD

NOTES TO CUSTOMER
NoPixel work - Dw

INVOICE

That One Video Entertainment LLC
2459 West 208th Street, STE 101, Torrance, CA
90501
dw@thatonevideogamer.com

Invoice No#: 0004
Invoice Date: Jan 27, 2022
Due Date: Jan 27, 2022

CANCELED
\$5,000.00
AMOUNT DUE

BILL TO
koiltwitch@gmail.com

#	ITEMS & DESCRIPTION	QTY/HRS	PRICE	AMOUNT(\$)
1	NoPixel work - Dw NoPixel work - Dw	1	\$5,000.00	\$5,000.00
Subtotal				\$5,000.00
Shipping				\$0.00
TOTAL				\$5,000.00 USD

NOTES TO CUSTOMER
NoPixel work - Dw

INVOICE

That One Video Entertainment LLC
2459 West 208th Street, STE 101, Torrance, CA
90501
dw@thatonevideogamer.com

Invoice No#: 0005
Invoice Date: Feb 27, 2022
Due Date: Feb 27, 2022

CANCELED

\$5,000.00
AMOUNT DUE

BILL TO
koiltwitch@gmail.com

#	ITEMS & DESCRIPTION	QTY/HRS	PRICE	AMOUNT(\$)
1	NoPixel work - Dw NoPixel work - Dw	1	\$5,000.00	\$5,000.00
		Subtotal		\$5,000.00
		Shipping		\$0.00
		TOTAL		\$5,000.00 USD

NOTES TO CUSTOMER
NoPixel work - Dw

INVOICE

That One Video Entertainment LLC
2459 West 208th Street, STE 101, Torrance, CA
90501
dw@thatonevideogamer.com

Invoice No#: 0006
Invoice Date: Mar 27, 2022
Due Date: Mar 27, 2022

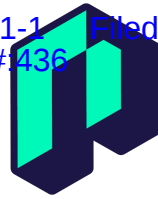
CANCELED

\$5,000.00
AMOUNT DUE

BILL TO
koiltwitch@gmail.com

#	ITEMS & DESCRIPTION	QTY/HRS	PRICE	AMOUNT(\$)
1	NoPixel work - Dw NoPixel work - Dw	1	\$5,000.00	\$5,000.00
		Subtotal		\$5,000.00
		Shipping		\$0.00
		TOTAL		\$5,000.00 USD

NOTES TO CUSTOMER
NoPixel work - Dw



noPixel

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U.S. Department of Homeland Security
U.S. Citizenship & Immigration Services

October 7, 2022

RE: Daniel Tracey – Lead and Critical Role at NoPixel

Dear Sir/Madam:

I am the CEO & Owner of *NoPixel* and I have worked as a software developer for interactive multimedia entertainment productions for over 10 years. I offer this letter to confirm Mr. Daniel Tracey's lead and critical role as a software developer developing and implementing code for *NoPixel*.

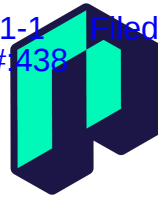
As a brief introduction, after securing a double diploma in Computer Science and Computer Design, I explored the world of online game modifications. Starting with Arma 3, we quickly found roleplaying to be an engaging medium for both content creators and their viewers alike. After the huge success of GTA 5, we naturally found ourselves trying to create an immersive world in an already vast and expansive universe. NoPixel is responsible for the most Twitch partners from a single "domain", which means a huge portion of Twitch streamers found their beginning, and still to this day, their career, on NoPixel. The platform is widely accepted as the leading community in the content creation world, with just about every content creator that exists having at least once been associated on the platform. I hold invite-only memberships to all streaming groups and platforms, and we mostly exist as co-entities, where we support and promote each other as success is nurtured for all. As a content creator and software developer I have a unique ability to judge those in both fields, and my extensive experience in these fields, and my position at *NoPixel*, makes me well qualified to confirm Mr. Tracey's lead and critical role with our distinguished, international organization.

NoPixel is the biggest and most popular Grand *Theft Auto V* (*GTA V*) role-playing server to exist in the history of this iconic franchise. Launched in 2013, *GTA V* generated more than \$815 million in worldwide revenue within the first 24 hours of release. The game went on to win some of the industry's most prestigious awards and has been remastered on three different console generations. Part of *GTA V*'s longevity is due to the game's online component, *GTA Online*, where players from around the world can play on maps hosted on different web servers. These online servers also allow for customization, including the introduction of rules whereby players can "role-play" as charters within the online world. Role-playing allows players to act out their own story in whatever fashion they want within the game. Although there are numerous servers that will allow role-playing on *GTA V*, *NoPixel* is the largest and most sought-after server in the world and is often credited with keeping *GTA V* relevant within the social media space. Membership to *NoPixel* is invite-only, and the waitlist to join is years long. In fact, we have been closed to new applications



nopixel

because of the overwhelming number of new players and are still closed unless you are a donor. Even as a donor, it could take up to months to get access to the server. Additional information about the application and process and joining *NoPixel* can be found at nopixel.net.

**nopixel**

Part of *NoPixel*'s appeal is the numerous customization options the server provides, customization that is made possible by the modifications or "mods" developed by our software developers. As a software developer creating and implementing mods for *NoPixel*, Mr. Tracey performs a key and critical role in our organization's international success. The main attraction for viewers and players alike are the "Heists", where valuable rewards can be found, if they can figure out the puzzles and then evade the chasing police. Mr Tracey is the mastermind behind NoPixel's heist system which he designed and implemented himself. Many times during heist progression, NoPixel would garner over 500k concurrent viewers on Twitch and other streaming platforms. Without a doubt, I would say the heist system is the hardest to get right, and Mr Tracey perfected it. Mr Tracey has also been responsible for our international expansions, offering a translation engine throughout the game. Our entire user experience / user interface was also overhauled by Mr Tracey. These are only a few of Mr. Tracey's numerous contributions which have been critical to *NoPixel*'s success.

The significance of Mr. Tracey's contributions is further demonstrated by the success of the modifications made in *NoPixel*. The modifications are so impressive that other servers have unabashedly taken and implemented the codes Mr. Tracey has contributed to *NoPixel* to their own servers. Resources such as heists, UI elements, business settings, entity management, and many more core features can be found on other servers offering a "NoPixel inspired" experience.

There is no doubt in my mind that Mr. Tracey is among the elite talents in the field. Do not hesitate to contact me if you have any questions.

Sincerely,

Mitchell Clout
CEO nopixel

EXHIBIT “E”

1 UNITED STATES DISTRICT COURT
2 FOR THE CENTRAL DISTRICT OF CALIFORNIA

3
4 THAT ONE VIDEO ENTERTAINMENT,
5 LLC, a California limited
6 liability company,
7 Plaintiff,

8 v.

Case No.

9 Koil CONTENT CREATION PTY LTD.,
10 an Australian proprietary
11 limited company doing business
12 as NOPIXEL; MITCHELL CLOUT, an
13 individual; and DOES 1-25,
14 inclusive,
15 Defendants.

2:23-cv-02687

SVW (JCx)

16
17 VIDEOCONFERENCE DEPOSITION OF DANIEL TRACEY

18 DATE: Thursday, July 11, 2024

19 TIME: 2:02 p.m.

20 LOCATION: Remote Proceeding

21 Phoenix, AZ 85213

22 OFFICIATED BY: Garrett Fitzgerald

23 JOB NO.: 6799446

24
25 PAGES 100-122 ARE CONFIDENTIAL

Page 1

1 MR. BEGAKIS: Objection. Vague as to the
2 contents of those conversations and overbroad.

3 MR. ZERNER: Okay.

4 BY MR. ZERNER:

5 Q You can answer.

6 A Once or twice.

7 Q Okay. All right. What year were you born?

8 A 1988.

9 Q Okay. So you're, doing the math, 36, 37? How
10 old are you?

11 A Thirty-six.

12 Q Thirty-six. And where were you born?

13 A England.

14 Q Okay. And you currently are residing in the
15 United States; correct?

16 A Yes.

17 Q Are you currently employed?

18 A Yes.

19 Q Okay. Who's your employer right now?

20 A Well, actually, I -- I don't know how to
21 answer that. I'm not sure if I am employed or not.

22 Q Okay. All right. What's your current
23 immigration status?

24 A My current status is a 1B visa.

25 Q Okay. And is that -- is TOVE the sponsor of

1 BY MR. ZERNER:

2 Q Okay. Do you see this, Mr. Tracey? See this
3 document?

4 A I see it.

5 Q Okay. I'm just going to say to you that this
6 document is the -- is a page from the NoPixel sign up.
7 It's their terms of service. Do you have any
8 recollection of ever seeing this page before?

9 A No.

10 Q Okay. Did you ever read these terms of
11 service before?

12 MR. BEGAKIS: Objection. Vague.

13 A Can you be more specific?

14 Q At any time have you ever read these terms of
15 service?

16 MR. BEGAKIS: Objection. Overbroad.

17 A I'm reading it now. Does that count?

18 Q Before today?

19 MR. BEGAKIS: Objection. Overbroad.

20 A I -- I've read them since the lawsuit began,
21 sure.

22 Q Okay. Did you -- do you have any recollection
23 of reading these in 2020?

24 A No.

25 Q Okay. Did -- okay. Okay.

1 immediately start developing code for NoPixel?

2 A In -- in what -- in what month? Sorry?

3 Q In -- well, when you -- whenever you started.

4 MR. BEGAKIS: Objection.

5 BY MR. ZERNER:

6 Q Did you immediately start coding for NoPixel?

7 MR. BEGAKIS: Objection. Vague, assumes
8 facts not evidence.

9 A I wrote code that NoPixel used before I was
10 part of the organization.

11 Q When you say -- before -- part of the
12 organization, before you even signed up, you wrote code
13 for them?

14 A When did I say I signed up?

15 Q Well, you -- somehow you got access to their
16 server; right?

17 MR. BEGAKIS: Objection. Vague, assumes
18 facts not in evidence.

19 A The way I --

20 Q You didn't say -- listen. You didn't say you
21 signed up, but they said you signed up and you said you
22 have no memory of not signing up, so I'm -- you know.

23 A Well, frankly, I don't --

24 MR. BEGAKIS: Objection, objection,
25 objection. Argumentative, assumes facts not in

1 A NoPixel has a variety of servers, and charges
2 people to apply to play on those servers or charges
3 people to pay a public fee to play on those servers.

4 Q Right. And so are -- do you believe that
5 you're entitled to 50 percent of the money that people
6 pay NoPixel to stream on their server or to be on their
7 server?

8 A Yes.

9 Q Okay. And why do you believe that?

10 A Because that's what Mitchell and I agreed.

11 Q Okay. All right. And when did you agree
12 that?

13 A Sometime in 2021, I believe.

14 Q Okay. And he said he would pay you -- what
15 did he say? What was the agreement?

16 A The agreement was essentially that I did so
17 much for NoPixel and 3.0 and I created it into being
18 such a success that he wanted me to be a part of the
19 entire organization in a much, you know, more pronounced
20 role. And he said I could have 50 percent of the
21 revenue.

22 Q Okay. Did he say you can have 50 percent of
23 the revenue forever?

24 A I mean, I -- I assume so. I mean, he didn't
25 say the word "forever," but --

1 A There was a recurring \$10,000 a month from
2 then? Yeah.

3 Q Okay. And what -- were you supposed to be
4 doing work for that \$10,000 a month for NoPixel?

5 A I was to be doing whatever I was already
6 doing.

7 Q Which was what?

8 A In May 2021, so that's going to be off the 3.0
9 release, pretty much everything.

10 Q Well, can you be more -- what does
11 "everything" mean?

12 A Everything. Like, I pretty much ran the
13 business.

14 Q Okay. In what way?

15 A What do you mean, "In what way"?

16 Q What were your job duties?

17 A It's pretty -- my job? When did I say I had a
18 job?

19 Q Well, you're running a business. That sounds
20 like a job.

21 A I run a business today. I don't work for it.
22 I don't -- I don't consider it a job.

23 Q Okay. Okay. What were your -- what were you
24 doing for -- in running this business? What were the
25 activities you were doing?

1 A Leading the code development. Leading
2 the -- the progress for, kind of, you know, what was
3 being developed into the server. Running -- for
4 updates, you know, making sure all of the streamers that
5 have these, you know, high requirements, they're all
6 taken care of. Looking over the devs, making sure all
7 their code looked good when they submitted it in.

8 Managing the day-to-day operations. You know, putting
9 tasks on -- on work -- putting workflow tasks up for
10 other developers and myself. At that time -- yeah, that
11 stuff.

12 Q Okay. And -- great. That's a great answer.
13 And before May of 2021, you were -- 2021 -- well, when
14 did you start doing that, approximately? Doing all that
15 work for NoPixel?

16 A I would say roughly December 2020, because
17 Mitch had a falling out with his previous lead developer
18 and then he wanted me to take over his, kind of, roles.

19 Q All right. So for about a six-month period
20 you were doing all that work, but you were not getting
21 paid; is that right?

22 MR. BEGAKIS: Objection. Calls for a
23 legal conclusion, assumes facts not in evidence, vague.

24 A I don't know how to define "getting paid."

25 Q Well, you were not getting \$10,000 a month;

1 generally and calls for a legal conclusion.

2 A I -- I was hired to work for TOVE, and my
3 duties were to be loaned to NoPixel.

4 Q Okay. Why did TOVE want you to work for
5 NoPixel?

6 MR. BEGAKIS: Objection to the extent it
7 calls for speculation.

8 A I'm a great developer.

9 Q What benefit does TOVE get because you work at
10 NoPixel?

11 A I already answered that question.

12 Q They get 30 percent of your money?

13 A Yes.

14 Q That's -- okay. Okay.

15 (Nonconfidential portion of transcript
16 ends.)

17 //

18 //

19 //

20 //

21 //

22 //

23 //

24 //

25 //

1 there, you earn some of that extra money from shares,
2 depending on if you don't sell them.

3 Q Okay. But in your agreement with Mitch, you
4 were entitled to 50 percent of all the revenue from the
5 day you -- this agreement was made; right?

6 A Yes.

7 Q Okay. All right. All right. Okay. Okay.
8 Did Mitch ever agree that he would pay 50 percent of the
9 revenue of NoPixel to TOVE?

10 MR. BEGAKIS: Objection. Calls for a
11 legal conclusion.

12 A Via me? Yes.

13 Q Yes, he did. When did he do that? What date?

14 A I said, "Via me, yes"

15 Q You -- right. What date did that happen?

16 A That would've been whenever the arrangement
17 first began.

18 Q And when is that?

19 A We're talking about five different
20 arrangements. Can you be more specific?

21 Q The arrangement that NoPixel would pay TOVE 50
22 percent of its revenue.

23 A So that would be when Mitchell and I agreed
24 that I would get 50 percent of the revenue.

25 Q But you weren't working for TOVE at that time?

1 MR. BEGAKIS: There's no question there,
2 so wait for --

3 MR. ZERNER: Okay. All right. Okay.

4 BY MR. ZERNER:

5 Q So you -- the -- really what's going on is
6 that you're paying them 30 percent of your income so
7 they'll sponsor your visa; right?

8 MR. BEGAKIS: Objection. Calls for a
9 legal conclusion, assumes facts not in evidence, and
10 potentially requires the disclosure of attorney-client
11 privileged communications between Mr. Tracey and Mr.
12 Khalil and their immigration attorney.

13 If the answer necessitates the disclosure
14 of attorney-client privileged communications or the
15 information gleaned therefrom, then I'm instructing the
16 witness not to answer.

17 THE WITNESS: Then I won't answer.

18 BY MR. ZERNER:

19 Q Okay. When did you stop working at Koil --
20 sorry -- at NoPixel? When did you stop working at
21 NoPixel?

22 A When I was terminated at the end of 2022.

23 Q Okay. And what happened that caused the
24 termination?

25 A I woke -- woke up one morning and I realized

1 I'd been removed from everything. And I guess I was
2 terminated.

3 Q Did you and Mitch have an argument prior to
4 that?

5 MR. BEGAKIS: Objection to the extent it
6 assumes facts not in evidence.

7 A We had arguments all the time.

8 Q I understand. Did you have an argument in the
9 day before you woke up and found out that you were not
10 allowed to be on the server anymore?

11 A I don't recall.

12 Q Okay. Do you have any memory of writing a
13 message on December 28, 2022, that said, "Who do you
14 need me to hand off shit to and make sure they have
15 everything"?

16 MR. BEGAKIS: Objection to the extent
17 that that question references an incomplete document and
18 amounts to evidence that's been tampered with.

19 A I don't recall.

20 Q Does -- okay. Did NoPixel accuse you of
21 causing a data breach?

22 A There was an announcement by NoPixel which
23 Koil then said on his stream, yeah.

24 Q Okay. And did you cause a data breach?

25 A No.

1 A Who?

2 Q NoPixel.

3 A I wouldn't -- I wouldn't know how to -- I
4 wouldn't know how to quantify that.

5 Q Do you think -- any of the code that you made
6 for NoPixel, do you think you and NoPixel are joint
7 owners of that code?

8 MR. BEGAKIS: Objection. Calls for a
9 legal conclusion.

10 A I -- I don't know. I -- I don't know how
11 to -- to find that. You'd have to let me prepare and
12 look at all of the code again and -- and figure out what
13 I think is that and what isn't.

14 Q Okay. But if there -- if you, you know, did,
15 you know, one aspect of the server, like the payment;
16 right? You created the -- did you create something that
17 had to do with the payment system for NoPixel? Did you
18 have something to do with that?

19 A Yes.

20 Q Okay. What did you do?

21 A Well, if -- if you're -- if I -- if I think I
22 know what you're referring to, then that would be
23 payments from Tebex for purchases of packages. That
24 information comes to an API, which is then stored in a
25 database.

1 Q Okay. And you created the code that let the
2 Tebex and the API talk to each other? Or am I -- is
3 that too bad a generalization? Is that okay? Is
4 that --

5 A Yes.

6 Q Okay. And you did that 100 percent yourself?

7 A Yes.

8 Q Okay. And do you think you own that code?

9 MR. BEGAKIS: Objection. Calls for a
10 legal conclusion.

11 A No, TOVE owns it.

12 Q Okay. TOVE owns it? You did that after you
13 were signed by TOVE?

14 A Yes.

15 Q Okay. Did -- does NoPixel have permission to
16 use that code?

17 MR. BEGAKIS: Objection. Calls for
18 speculation, calls for a legal conclusion.

19 A I wouldn't -- they were never explicitly given
20 permission to use it.

21 Q Okay. Have you ever been involved in a
22 copyright lawsuit?

23 A No.

24 Q Do you have any knowledge about copyright?
25 The laws of copyright?

EXHIBIT “F”

UNITED STATES DISTRICT COURT
FOR THE CENTRAL DISTRICT OF CALIFORNIA

THAT ONE VIDEO ENTERTAINMENT, LLC,)
a California limited liability)
company,)
Plaintiff,)

vs.

Case No.:
2:23-cv-02687 SVW
(JCx)

KOIL CONTENT CREATION PTY LTD., an)
Australian proprietary limited)
company doing business as NOPIXEL;)
MITCHELL CLOUT, an individual; and)
DOES 1-25, inclusive,)
Defendants.)

REMOTE DEPOSITION OF
JACQUE KHALIL
PMK for THAT ONE VIDEO ENTERTAINMENT
TORRANCE, CALIFORNIA
JULY 12, 2024

REPORTED BY: SANDRA S. PETRITSCH, CSR NO. 11684
FILE NO. 6799456

UNITED STATES DISTRICT COURT
FOR THE CENTRAL DISTRICT OF CALIFORNIA

THAT ONE VIDEO ENTERTAINMENT, LLC,)
)
Plaintiff,)
)
vs.) Case No.:
) 2:23-cv-02687 SVW
KOIL CONTENT CREATION PTY LTD.,) (JCx)
et al.,)
)
Defendants.)
_____)

Remote deposition of JACQUE KHALIL, PMK for
THAT ONE VIDEO ENTERTAINMENT, taken on behalf of Defendants,
in Torrance, California, commencing at 2:05 p.m., Friday,
July 12, 2024, before Sandra S. Petritsch, CSR No. 11684.

1 Q You're 42. Correct?

2 A Correct.

3 Q And can you give me your education starting with
4 high school?

5 A Yes. High school graduate. Some college and
6 currently enrolled in community college.

7 Q You attended college for a certain period of
8 time right after high school?

9 A Correct.

10 Q And where did you go?

11 A I went to a junior college called, Marymount
12 College for a year and then took some technical classes at
13 DeVry University.

14 Q Do you have a degree?

15 A I do not.

16 Q Can you tell me, generally, what --

17 MR. ZERNER: Miss Reporter, the company, the
18 plaintiff is called, "That One Video Entertainment"; but
19 we refer to it as TOVE. So I'm going to say TOVE a lot,
20 but it's all caps, TOVE. And then we'll all know what
21 we're talking about. Right? TOVE for That One Video
22 Entertainment.

23 Q (By Mr. Zerner) So what is TOVE? What do you
24 do?

25 A My brother started That One Video Entertainment,

1 I believe, officially in its official capacity as an
2 entity either July of 2011 or July of 2012. I don't know
3 the exact year, but he had started kind of as his entity
4 when he started doing online content creation. What do
5 you find today as influencers? Back then it was just
6 YouTube videos. And Twitch was not Twitch yet, but it was
7 called, Justin.TV. But he started out as his entity to
8 collect the revenue from that -- from those, I guess --
9 income verticals.

10 Sometime in, I think, 2014 or so, I leaned in,
11 the company that I had been working for was acquired so I
12 had a little bit more money on my hands and a little bit
13 of extra money. So I was investing in the business and
14 took 25 percent ownership. I don't know if I was starting
15 to call myself a CEO yet. But primarily leaned in to kind
16 of help run business operations from getting employees
17 under agreements, handbooks, policies, procedures,
18 payroll, insurance, rents, accounting. He's younger than
19 I am so he needed a little bit of a guidance so I took
20 that older brother role, both literally and in the
21 business sense, and kind of let him do what he was good
22 at, which was content creation. So he ran creative and I
23 ran business.

24 Q And your brother is known as the completionist.
25 Right?